

# *Governors Grant*

## I. PROPERTY OWNERS ASSOCIATION ARCHITECTURAL REVIEW BOARD GUIDELINES

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## INTRODUCTION TO THE COMMUNITY

The best way/phrase to describe the Philosophy of the developers of Governors Grant is a commitment to excellence ... a strong determination and desire to create a superior living environment for generations to come.

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

Each stage of activity will be carefully monitored to assure Compatibility with the Declaration of Covenants and Restrictions and the Planning Criteria. The Architectural Review Board is committed to specific principles and standards to be observed by all builders and homeowners.

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

## ARCHITECTURAL REVIEW BOARD(ARB) POLICIES AND PROCEDURES

### PURPOSE

One of the most effective methods of assuring the protection of the master land concept and community lifestyle is through the establishment of high standards of design review. In order to accomplish this objective the Architectural Review Board has been established to review applications and design documents for all new construction and alterations, modifications or changes to existing properties, including landscaping. Each Application is evaluated on its own merits with reasonable flexibility for design function and creativity.

### AUTHORITY

The authority of the Architectural Review Board and Planning Criteria is set forth in the Governors Grant Declaration of Covenants and Restrictions, which encumber every lot. The ARB is committed to carrying out its duties for the benefit of the total community.

## MEMBERS

The ARB shall include three or more members appointed by the developer until 100% of the lots sold. Members will be selected to create a balance of lay people and professionals with the experience in or knowledge of architecture, construction or land development. The MB may include, -4Etase its size, set up panels or committees from its members or qualified outside persons.

## MAJORITY VOTE & APPEAL OF DECISIONS

Each member of the ARB shall have an equal vote and the majority of the reviewing members of the ARB shall constitute a decision for approval or denial of an Application. Two members may act on behalf of the Board when specific decisions of the full board are not required. Applicants may appeal decisions of the board through either of two processes

- (A) Review of the full ARB Membership
- (B) Presentation by the applicant to those members attending the next scheduled meeting of the ARB.

## MEETINGS

The ARB will attempt to respond to Applications within 14 days from the date of submission. In no case, however, shall Applications require more than 30 days for action by the ARB.

## ARB FUNCTIONS/SERVICES

The Architectural Review Board in empowered to perform the following functions and services

1. To establish guidelines for the protection of enduring property values and to provide the best possible safeguards for continuing appreciation. The approvals for one lot shall not infer or indicate that approval will be granted for similar lots.
2. To review all Applications for compliance with Planning Criteria and with Declaration of Covenants and Restrictions.
3. To assure compatible architectural designs and harmonious relationships with neighboring lots.
4. To require high standards of design and quality construction.

5. To establish fees for tube review of Applications as may be required.

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6. To monitor violations of Planning Criteria and direct actions to prevent violations from continuing and levy fines after notice to the owners and opportunity to be heard.
7. To amend Planning Criteria as may be required from time to time.
8. To contact Applicants whose plans and specifications have been disapproved and to provide reasonable assistance and recommendations for adjustments to bring Applications into compliance with Planning Criteria.

## APPLICANT'S RESPONSIBILITIES

The ARB assumes no liability for Applicant's responsibilities which include but are not limited to the following:

1. Performance or quality of work of any contractor or subcontractor.
2. Compliance with all laws, codes and ordinances of any governmental agency or body.
3. Determination of environmental restrictions, drainage and grading requirements and all surface and subsurface soil conditions.
4. Determination of structural, mechanical, electrical and all other technical aspects of a proposed design that can only be determined by competent architects, engineers contractors and other similar professionals.
5. Compliance with the Governors Grant Declaration of Covenants and Restrictions and ARB Planning Criteria.
6. Accuracy of all stakeouts and surveys.

## DESIGN REVIEW APPROVALS

ALL NEW CONSTRUCTION AND CHANGES, INCLUDING CHANGE OF COLOR, MODIFICATIONS, ALTERATIONS AND IMPROVEMENTS TO EXISTING HOMES MUST RECEIVE APPROVAL FROM THE ARCHITECTURAL REVIEW BOARD PRIOR TO OBTAINING BUILDING PERMITS OR COMMENCING WORK.

## DESIGN REVIEW DECISIONS

Upon receipt of a properly completed Application, the ARB will review Applicant plans and specifications and render one of two types of decisions in writing

1. APPROVED
2. DISAPPROVED
3. APPROVAL CONDITIONED ON MODIFICATIONS

In the event Applications are DISAPPROVED at time of Architectural Review or Final Landscaping/Exteriors Color Reviews Applicants must make appropriate changes and resubmit.

## VARIANCES

All variance requests shall be made in writing. Any variance granted shall be considered unique and will not set any precedent for future decisions.

## WRITTEN APPROVALS/ORAL STATEMENTS

Applications for Architectural Review, either partial or complete, will be returned with the ARB decision(s), comments and limiting conditions signed by a member of the ARB along with one set of design documents.

The foregoing items shall be the sole source of reference regarding ARB approval and oral statements should not be relied upon unless incorporated into written approvals or noted on design documents and signed by a member of the ARB.

## APPROVAL EXPIRATION

Applicants must begin construction within one hundred and twenty (120) days of Architectural Review approval by the ARB. Failure to do so will automatically revoke approval without prior notice from the ARB. Time extensions may be granted by the ARB if written requests are received prior to expiration.

## ADDITIONS/REMODELING/IMPROVEMENTS

Applicants for changes, modifications, alterations and improvements to approved plans or existing homes shall consult with the ARB to determine the Design Documents required for approval. No work shall commence without approval of the ARB. This includes repainting of a home if another color is used other than the originally approved color.



## CONSTRUCTION CHANGES

All construction must be completed in accordance with the application and Design Documents as approved. Exterior changes to the subject property shall receive prior approval of the ARB. Applicants requesting design change approvals should consult with the ARB to determine Design Documents required, if any, for approval.

## CONSTRUCTION INSPECTIONS

Periodic inspections may be made by the ARB while construction is in progress to determine compliance with the approved Design Documents. The Association is empowered to enforce its policy, as set forth in the Declaration and these guidelines, by any action, including an action in a court of law to insure compliance.

## TREE REMOVAL

All tree removal (4" in diameter - 1 foot above grade) must be approved by the ARB in conjunction with approval of the staking of all structures which are to be submitted on the site plan.

## DESIGN REVIEW & DOCUMENTS

In order to provide a systematic and uniform review of the proposed construction, the design documents must adhere to the criteria and steps outlined below. (Builders, Owners & Architects submitting plans & required data shall be referred to Hereafter as applicants).

### STEP ONE: PRELIMINARY ARCHITECTURAL REVIEW

Applicants must provide the following items at the time of Application.

- A. Architect & Builder approval information with letter of application if not on approved list. All architects, builders and residential designers etc. must be approved by ARB.
- B. Complete set of working drawings to include the following
  1. SITE PLAN  
Scale 1" = 20' Max.) or other acceptable scale  
Property Lines  
Set Backs  
Basements  
Right - of - Ways

Driveways  
Sidewalks  
Patios/Decks  
Walkways  
Storage Facilities  
Screened Areas (for Boats, RVs, clotheslines, exposed garbage containers, etc.)  
Pool  
Culverts  
Well and Pump house (if applicable)  
Dwelling Perimeters (1st/2nd floor) Roof Line/Overhang Walls & Fences  
Mailboxes  
Garbage and Utility, Areas  
Electric Service, Air Conditioning

2. PLANS AND EXTERIOR ELEVATIONS

Show (1/4 - 1' 0" or other acceptable scale) elevations and list of materials and manufacturers on all building exteriors. (Including walls, fencing & screening, docks, mechanical equipment, screened enclosures, etc.)

3. BUILDING SECTIONS

Scale 1/40 a 1' 0" or other acceptable scale  
Roof: Structure, materials, manufacturers, color  
Walls: Structure, materials, manufacturers, color  
Facia: and Trim: Construction, materials

4. WINDOW AND DOOR SCHEDULE

Window Specifications: Manufacturer, type, finish, color

Doors/Garage Door Manufacturer, type, material, finish, color

5. DRIVEWAY Materials, finish, color

C. Applicant is to meet on the lot to review stakeout and plans with a representative of the ARB. Lot will be staked prior to inspection showing setbacks & location of all structures.

D. Such other items as required by the ARB in writing.

## STEP TWO: SUBMISSION OF PLANS

Applicants must submit plans after ARM approval to the appropriate local authority and any other such agencies having jurisdiction for required permits.

## STEP THREE: FINAL, LANDSCAPING/EXTERIOR COLOR REVIEW

Applicants must submit and have approved landscape plans and exterior color schedules in advance of planting, painting, staining or installing.

### A. EXTERIOR COLORS, FINISHES, MATERIALS

Selections of colors, exterior materials and finishes must be submitted on a complete ARB selection form with samples and product photos where required showing specifications & manufacturers as well as ARB required information.

### B. LANDSCAPE PLANS

Scale 1" = 20' (or other acceptable scale)

Drainage Pattern

Easements

Right - of - Ways

Existing Trees (site visit and marking may be substituted by ARB)

Plant Material (grass) - names and sizes (approx. height) Surface Material (shrubs, trees) - names and sizes (approx. height)

Exterior Lighting Details

Other Structures

Natural Areas

## SUBJECT: KEY DESIGN GUIDELINES

The following list summarizes those design elements which the ARB requires. We recommend the use of Certified professionals qualified in the fields of planning, architecture, landscape design, engineering, and surveying.

## REQUIREMENTS

1. Compliance with all deed restrictions as found in the Declaration of Covenants and Restrictions for Governors Grant.
2. Emphasis on the aesthetics of exterior architectural and landscape design.

3. Minimum square footage of air-conditioned/heated space for one story home is 1800 sq. ft. with attached garage (footage not to include room over garage); 1900 without attached garage.
4. Minimum square footage of air-conditioned/heated space for a two story or story and one-half home are:

<u>TOTAL FOOTAGE</u>	<u>GROUND FLOOR</u>
1800 w/ attached garage	1000' (unless approved by ARB)
2000 w/o attached garage	1000'

5. Requirement for a minimum 4/12 roof pitch with cedar shakes, cedar shingles, slate, thick TAB architectural shingles, selected fiber glass shingles and other approved materials and roof pitches as may be approved by the ARB.
6. Requirement for each house to be pre-wired for cable TV, if cable is available.
7. Overall, high-grade, superior quality construction with emphasis on traditional design or materials such as stucco, wood, and brick.
8. Strict signage control.

## DESIGN PHILOSOPHY

In order to assure an aesthetically pleasing and compatible residential community at Governors Grant, the Association has established a particular direction as it relates to architectural styles. It is the responsibility of the ARB to assure that traditional architecture or the contemporary application of traditional materials in .

Two of the most important restrictions apply to exterior elevations and landscaping. First, design consideration should be given to all elevations of a home so that the overall motif and materials are incorporated on all sides. Rear and side elevations do not have to be the same as front elevations; however, similar or compatible materials should be employed to give the feeling of a complete home.

Depending on the style, preferred exterior features and materials include horizontal siding, brick, stucco, high-pitch roofs, etc.

The second area of concern is landscaping to enhance the design of individual residences and the community as a whole. Foundation type landscaping (trees and shrubs) is encouraged.

Landscaping plans are required for design approval and existing trees will be taken into consideration with each Application to the ARB.

In order to receive design approval for new construction or alterations to existing homes, appropriate plans and details must be submitted to the ARB for approval in accordance with the provisions contained in these guidelines. Applicants are encouraged to review the Planning Criteria and to discuss proposed plans with the ARB prior to undertaking the design of a new home.

With the cooperation of home buyers and builders, we can achieve a community appearance that will make each of you proud to call Governors Grant "home" and to establish an aesthetically pleasing environment for the protection of property values for generations to come.

### SUBJECT: DWELLING SIZE/MINIMUM STANDARDS/ESTATE HOME SITES

All residences shall conform to the following standards:

1. ENCLOSED GARAGE: 3-car maximum  
Side entry suggested, front entry based on number of this type located near the subject lot.
2. OVERHEAD GARAGE DOORS: 16' minimum width for single door or 2 or 3 Doors with 8' minimum width each.
3. DRIVEWAYS 16' minimum width at entrance to garage. When concrete is used, slab is to be 4" minimum. Surface material must be approved by the ARB. Any material other than concrete must be approved by the ARB. Location must be approved by ARB.
4. FRONT SET-BACK: 70'\* (Setback defined as property-line to exterior finished face of wall.)
5. SIDE SET-BACK: 20'\*
6. REAR SET-BACK: 40'\*

\* Or as approved by the ARB for a specific lot.

### EXTERIOR ELEVATIONS

1. Exterior elevations will be reviewed for traditional architectural design or materials and for aesthetic appearance in terms of the overall dwelling and its relationship to other homes within Governors Grant.



2. Applicants are prohibited from submitting plans addressing only frontal surface treatments, unless such details are part of the total design approach of the home.
3. Approval of exterior design will consider among other things mass and scale; materials, textures, colors, and finishes; continuity between primary design elements and secondary surface treatments; placement of windows, doors and openings; vertical and horizontal lines; roof pitches; etc.
4. Designs employing traditional materials are encouraged and will be judged on their own merits.
5. The ARB may bar any proposed new construction or changes to existing homes on purely aesthetic grounds, where, in its sole judgement, such action is required to maintain the desired character of the community development.

## EXTERIOR MATERIALS

1. The selection of exterior materials shall be harmonious with the architectural motif of each dwelling unit and the community development as a whole. Depending on specific applications, the following materials have been approved by the AU:
  - A. WOOD: board and batten; lap siding; cedar shakes (roofs); tongue and groove siding-
  - B. PLYWOOD/CLAP BOARD: Will be considered on its own merit.
  - C. STUCCO: Approval subject to application, texture and use of other primary materials.
  - D. MASONRY: Brick.
  - E. VINYL SIDING as approved.
  - F. WINDOWS: Wood or color compatible aluminum frame.
2. The following exterior materials are discouraged for construction and are not permissible unless approved by ARB: Decorative concrete block; concrete block (except sub-surface wall); fiberglass, asphalt siding; fiberglass garage doors and certain types of imitation stone and brick.
3. Exterior colors that, in the opinion of the ARB would be inharmonious, discordant and/or incongruous shall not be permitted.

The ARB shall have final approval of all exterior color plans. Each Applicant must submit to the ARB, as part of Final

Landscaping/Exterior Color Review, a Plan showing the color of the roof, exterior walls, shutters, trims etc. The ARB shall consider the extent to which the color plan conforms with the natural color scheme of and for Governors Grant.

### ROOF PITCH/ROOFING MATERIALS/SOLAR WATER HEATERS

1. The minimum roof pitch shall be 4/12; however, higher pitches are recommended. (Lower pitches are approvable on multiple roofs.)
2. Flat roof and tar and gravel surf aces are not recommended in the rear, and are prohibited in the front and side of dwellings. A flat roof may be allowed upon request if it in not the dominant feature of the building, and not viewable from the street. Individual treatments shall be the determining factor.
3. All roof stacks, flashing and metal chimney caps shall be painted to match the approved roof color. Roof stacks and plumbing vents shall be placed on rear slopes of the roofs where possible. (Metal fireplace flues must be entirely boxed in compatible, approved material.
4. Roofing materials will be approved on a manufacturer by manufacturer basis. Generally approved roofing materials included cedar shakes, cedar shingles, slate, and selected asphalt/fiberglass shingles.
5. Solar water heating panels shall be reviewed on an individual basis and, unless approved by the ARB, shall not be visible to the street which the house fronts.

### DESIGN DUPLICATION

1. Applicants should select lots and home plans so as not to construct repetitious designs within close proximity. Similar designs or design duplications are discouraged and subject to disapproval without sufficient variations in exterior colors, materials, finishes, trim, and detailing.
2. It should not be possible to easily see similar elevations from any one point.
3. The approval of plans for a specific site does not automatically imply approval on another lot by the ARB.

### GRADING/CLEARING/DRAINAGE

1. No bulldozing or clearing of trees shall be commenced until plans and specifications showing the nature, kind, shape, and location of



work have been submitted and approved by ARB. NO TREES (4 " IN DIAMETER - 1' ABOVE GRADE) SHALL BE CLEARED WITHOUT APPROVAL. FILL SHALL NOT BE DEPOSITED AT ANY LOCATION WITHOUT PRIOR ARB APPROVAL. CUT OR FILL SHALL BE REPLANTED WITH PLANT MATERIALS WHICH SHALL BLEND WITH NATIVE VEGETATION., CUTS AND FILLS SHOULD BE DESIGNED TO COMPLIMENT THE NATURAL TOPOGRAPHY OF THE SITE.

2. APPLICANT SHALL BE RESPONSIBLE FOR GRADING AND SURFACE DRAINAGE SO THAT SURFACE RUN-OFF WILL NOT ADVERSELY AFFECT ADJOINING PROPERTIES All pools shall have a minimum 4 ft. fence or wall of a design approved by the ARB. Applicant shall provide rip-rap, stepped terraces or other forms of erosion control as may be required by the ARB.

### SWIMMING POOLS/SCREEN ENCLOSURES

1. The elevation of the top of any swimming pool construction on any lot may not be over two (2) feet above the natural grade without ARB approval.
2. Swimming pools shall not be permitted on the street side of the residence unless screened from any viewable side.
3. Screen enclosures must not be visible from the street in front of the residence unless approved by the ARB.
4. No swimming pools, pool docks, screen enclosures or patio/decks shall be located outside of minimum building setback areas unless approved.
5. All swimming pools must have a minimum 4 ft. fence or wall of approved design and be consistent with County requirements.

### MAILBOXES

No mailbox or other similar receptacle shall be erected on any lot unless design and specifications are incorporated into Final landscape/Exterior Color Review approved by the ARB.

### FENCES/SINGLE FAMILY & ESTATE HOME SITES

1. No fence or fence walls shall exceed a height of six (6') feet.
2. Brick, masonry with stucco, wood, and wrought iron are recommended materials. All fence designs and colors must be approved by the ARB. Chain link fences are not encouraged and will be permitted only where approved by the ARB.

## GARAGES/DRIVEWAYS/SIDEWALKS/EXTERIOR LIGHTING

1. Garages are not required. Buildings may have a maximum of a three car garage. Carports are not permitted where seen from the road. All garages shall be a minimum of twenty-two (22') feet by twenty (20') feet. The use of side loading garages is encouraged where possible.
2. No curb side parking areas maybe created by extending any portion of the street pavement.
3. Sidewalks, if required, shall follow grade at top of curb unless otherwise approved by ARB.
4. All driveways shall be a minimum of 16' wide at garage entry. Driveways of concrete slab shall be a minimum of 4" thick. Driveways shall not be located less than 5' from side property line without ARB approval.
5. All proposed exterior lighting, including bug lights, shall be detailed on plans submitted for Final Landscape/Exterior Color Review. No Exterior lighting or bug lights shall be permitted which in the opinion of the ARB would create a nuisance to the adjoining property owners.
6. Finished, patterned concrete, asphalt, bominite, Chattahoochee, brick pavers, or other stone finishes are permitted with the approval of the ARB, however concrete is preferred and other materials must be approved by ARB.

## AWNINGS AND SHUTTERS

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

## LANDSCAPING AND IRRIGATION

1. All easements and right-of-ways, shall be in accordance with the ARB specifications, and maintained by the prospective homeowner.
2. All landscaping shall be completed in accordance to plans submitted for Landscaping Review. Any additional landscaping or changes to

the approved plan must be submitted for approval of the ARB prior to installation.

3. All homes must be landscaped prior to obtaining a Certificate of Occupancy, or by the next planting season, if not feasible.
4. IN NO CASE SHALL TREES WITH A DIAMETER OF 4 INCHES OR MORE (MEASURED 1 FOOT ABOVE GRADE) BE REMOVED WITHOUT APPROVAL OF THE ARB. (See Design Review and Documents Section.)
5. All Applicants shall make a diligent effort to protect all remaining trees during construction, to provide staked-off areas to protect root systems from heavy vehicles and equipment, to install tree wells and to take other precautions in cases where fill is required around trees.

### UTILITIES/SERVICE AREAS/ACCESSORY STRUCTURES

1. No temporary or permanent accessory structures, such as playhouses, tool sheds, doghouses or pens, etc. shall be permitted unless specific written approval of the ARB is obtained.
2. All playground equipment shall be placed to the rear of the residence and properly screened and only with approval of the ARB.
3. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot which interferes with the reception of television or radio received upon any other lot. No outside antenna or satellite dish for radio or television. shall be constructed, erected, or maintained at any time on any lot without being screened and without ARB approval.
4. A flagpole for display of the American flag only shall be permitted subject to ARB approval of the size, placement, color, finish, and design. No flagpole shall be used as an antenna.
5. Clothes lines shall not be allowed unless screened.
6. All garbage containers, AC Compressors, water softeners, pool pump equipment, etc. shall be located in rear yards or side yards and shall be screened or walled from front streets, adjoining properties as required by ARB.
7. Applicant shall be responsible for all utility services from the point of utility company connections underground to the Applicant's home. All utilities shall be underground except temporary electrical service for homes under construction. Meters, transformers, and other utility service equipment/gear shall be shielded by-screening, walls, or landscaping approved by the ARB.

8. Tennis courts are not permitted on any lot within Governors Grant.
9. No window air-conditioning units will be permitted except as approved by the ARB.

### BANNERS/SIGNS/LETTERS

1. All banners, signs, and letters of any kind and nature shall be approved by the ARB before installation.
2. Only one builder identification and one approved "for sale" sign may be permitted on any one lot for homes or lots for sale. No other types of signs are allowed unless required by law or approved by-ARB. "For sale" signs must be removed from lots or homes within 48 hours of withdrawal from the marketplace or 48 hours after closing or transfer of property.
3. Owners or their agents may not place any other signs on or about any of the lands, property, common areas, right-of-ways, or easements within Governors Grant without approval of the ARB.
4. No sign shall exceed 3' X 2'. Bright colors shall only be used in moderation. No fluorescent or day glow colors will be permitted. All signs shall be professionally painted and provide a neat and orderly appearance. Only freestanding signs on support posts are allowed and must be located at least three (3) feet behind the front property line.
5. No banners, signs, or letters shall be attached to any home or located in or about windows visible from the street or adjoining properties without ARB approval.

### VEHICLE PARKING

Applicants will not be permitted to park any commercial vehicle, boat trailer, camper, mobile home, tractor, bus, farm equipment, recreational vehicle, all terrain vehicle, trailer coach, or similar vehicle for a period over twenty-four (24) hours on any street within Governors Grant or on any Owner's lot, unless such vehicle is parked inside a totally enclosed structure or screened area or approved by the Board of Directors of the Association.

### EXTERIOR REPAINTING OF EXISTING HOMES

Repainting of any existing dwelling or property thereon with a color other than previously approved shall require the approval of the ARB. Color chips or samples coded to exterior elevations shall be submitted to the ARB for color change approval.

All structures located on the lot must be maintained by the homeowner and shall upon notice from the ARB, repair or maintain said structure.

## HEARING PROCEDURES

The lot owner will be sent written notification to the address shown on the records of the Association or notice shall be posted on the Property siting: the violation, the corrective actions required, the time in which the corrective action must be completed and the time and place of the hearing at which the lot owner may contest the violation, the corrective action and fines to be levied. If the lot owner fails to appear at the hearing or if after the informal hearing the ARB, or its appointed hearing officer, or committees determines that there is a violation and fines and or correction action is warranted, the ARB shall establish any fines and direct the Board of the Association to take corrective action at the lot owner's expense and to levy the fines. The cost of such correction action of such fines shall be the personal obligation of the lot owner and the Board may file a lien on the lot to collect same.

Any lot owner who appears at the hearing and wishes to appeal the decision of the hearing officer or committee may do so by filing written notice of appeal and grounds for appeal with the ARB within five (5) days of the hearing. The ARB shall review the record of the hearing at the next meeting and may reverse the hearing officer's decision.

## AMENDMENTS

These standards and procedures are subject to change by the Architectural Review Board at any time, and from time to time. The Architectural Review Board shall not be bound by the above standards and any decisions made thereunder in making any subsequent changes that it deems necessary or desirable.

## DISCLAIMER

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

# *Governors Grant*

PROPERTY OWNERS ASSOCIATION

II. BY-LAWS OF THE GOVERNORS GRANT  
ASSOCIATION

BY-LAWS  
OF  
GOVERNORS GRANT COMMUNITY ASSOCIATION

ARTICLE I  
IDENTITY

Section 1. Name. The name of the corporation is Governors Grant Community Association (hereinafter referred to the "Association") which was created and exists as a non-profit corporation under the laws of the State of South Carolina.

Section.2. Office of Association. The office of the Association shall be at the offices of Governors Grant Development Group or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 3. Seal. The Seal of the Association shall bear the words "GOVERNORS GRANT COMMUNITY ASSOCIATION" or an appropriate Abbreviation thereof.

ARTICLE II  
DEFINITIONS

Section 1. GENERAL All terms used herein and not otherwise defined shall be deemed to have the same meaning as defined in that certain DECLARATION OF COVENANTS AND RESTRICTIONS OF THE GOVERNORS GRANT COMMUNITY ASSOCIATION and Governors Grant Development Group dated - July 30, 1990, and recorded in the office Clerk of court Lexington County,, South Carolina ("Declaration") , certain provisions of which Declaration may be repeated in full or in part and may be renumbered as they appear herein.

ARTICLE III  
MEMBERSHIP AND VOTING PROVISION

Section 1. Membership. Every Owner, including Governors Grant Development Group (hereinafter referred to as "the Declarant"), shall be a member of the Association. In the case of multiple ownership of any Residential Lot in Governors Grant, including by a partnership or corporation, the name of the Owners shall be submitted to the Company and/or the Association and only the designated Owners shall be entitled to access to the facilities of the Association as a member of the Association.

Section 2. Voting Rights. The Association shall have one (1) type of regular voting membership, and 'the Declarant, so long as it owns

one (1) lot shall have one (1) more vote than the total number of the other members. The members shall be all those owners, including the Declarant, of Residential Lots. A Member other than the Declarant shall be entitled to one (1) vote for each Residential Lot he/she owns. If a Single-Family Dwelling Unit is constructed on more than one (1) Residential Lot, the owner shall have one (1) vote and shall have no additional vote for each other Residential Lot comprising a part of the total consolidated home or building site so long as such lot remains a part of the consolidated site.

When any Property entitling the Owner to Membership as a Member of the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants-in-common, tenants-in-partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same Property, then an instrument shall direct who shall cast the vote or votes, and it or a copy thereof shall be filed with the Secretary of the Association.

Section 3. Cumulative voting Prohibited. Each Member shall be entitled to the number of votes he is ordinarily entitled to, based on his ownership of property and may cast that number of votes for each Director to be elected, but may not cast all of such votes for any one (1) Director, and all votes must be cast in whole numbers and not fractions thereof.

Section 4. Member to Have power of Referendum in Certain Instances.

Where specifically provided for herein, the Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, whether the levy by the Association of any Special assessment, and the addition or deletion of functions or services which the Association is authorized to perform. In the event that more than fifty percent (50%) of the votes actually returned to the Association within the specified time shall be in favor of such action. The Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by The Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically Expressed herein, that higher percentage shall control in that instance. The Board of Directors may not Undertake any action requiring a Referendum without complying with the provisions therefor.

In the event of a dispute as to whether a Referendum is required, the following action may be taken:

Within thirty (30) days after the adoption by the Directors of any action which is, in the opinion of the Members, subject to a Referendum, a petition, signed by not less than forty



percent (40%) of the total Membership of the Association or signed by a majority of the Directors may be filed with the Secretary-of the Association requesting that any such action be either repealed or submitted to a vote of the Members, and the Secretary shall thereafter within thirty (30) days send out the referendum to all Members.

Section 6. Quorum Required for any Action Authorized at Regular or Special Meetings of the association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast more than fifty percent (50%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and there shall be a quorum requirement of twenty-five percent (25%) of the total vote of the members of the Association f or such second meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting\*" shall be construed to be subject to the quorum -requirements established by this ARTICLE III, Section 6, and any other requirements for such "duly called meeting" which may be established by the By-Laws of the Association. This provision shall not apply when the proposed action is the amendment of the Declaration and the quorum requirement established by Part Four, ARTICLE II, Section 2 of the Declaration shall govern in that instance. For the purpose of this Section 6, "proper notice", shall be deemed to be given when given to each Member not less than ten (10) days prior to the date of the meeting at which any proposed action is to be considered.

Section 7 Proxies. All Members of the Association may vote and transact business-at any meeting of the Association by proxy authorized in writing; provided, however, that proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specially provided ballots mailed to the Association by the Members.

#### ARTICLE IV MEETING OF MEMBERSHIP

Section 1.Place. All meetings of the Association Membership shall be held at the office of the Association, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of meeting, and shall be open to all Owners.

Section 2. Membership List. At; least ten (10) but not more than thirty (30) days before every meeting of the Association or election of directors, a complete list of Members of the Association shall be prepared by the Secretary. Such list shall be maintained in the office of the Association for at least ten (10) days prior to any meeting or election and ten (10) days after any meeting or election.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized or qualified to call the meeting, by mailing a copy of such notice, with proper postage affixed, at least ten (10) days (but not more than thirty (30) days) before such meeting to each Member entitled to vote there at, to the last known address of the person or entity who appears as Owner in the Associations Records, on the first day of the calendar month in which said notice is mailed. Notice to one (1) of two (2) or more co-owners of a Residential Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor-in-title. Such notice shall specify the place, day and hour of the meeting, and, in -the case of a special meeting, the purpose of the meeting. Evidence of such notice having been given may consist of an Affidavit of Mailing evidencing that the requisite notice was posted at least ten (10) days prior to such meeting.

Section 4. Annual Meeting. The annual meeting shall be held at time set each year by the Board commencing in 1991 and from year to year thereafter with at least ten (10) days, notice thereof to each Member for the purpose of electing directors and transacting any other business authorized to be transacted by the Members. At the annual meeting, the Members shall elect new Members of the Board of Directors by plurality vote and in accordance with, ARTICLE V of these By - Laws, and shall transact such other business as may properly be brought before the meeting.

Section 5. Special Meeting. Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Association and shall be called by the President or Secretary of the Association at the request, in writing, of Members owning twenty-five percent (25%) or more of the total votes of the Members of the Association, which request shall state the purpose or purposes of the proposed meeting.

Section 6. Waiver and Consent: Whenever the vote of Members at a meeting is required or permitted by any provision of these By - Laws to be taken in connection with any action of the Association, the meeting and vote of Members may be waived if a majority of Members who would have been entitled to vote on the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all Members unless all Members participated in the approval of such action.

ARTICLE V  
DIRECTORS

Section 1. Composition of the Directors. The Association shall be governed by a Board of Directors initially consisting of three (3) Members. The number of Directors, in subsequent years, which shall not be less than three (3), shall be determined by the Members of the Board of Directors

Section-2. Qualifications and Selection of Board Members. Directors may be, but need not be, members Association. Each Member of each Membership Class shall be entitled to one vote. Cumulative voting shall be prohibited.

Section 3 Term of Office: The initial Members of the Board of Directors (who are appointed by the Declarant) shall be appointed until three successors are duly elected. Thereafter, at the first annual meeting, the Members shall elect one (1) Director for a term of one (1) year, and the Declarant will appoint one (1) Director for a term of two (2) years and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect Directors to fill the expiring terms for a term of three (3) years; no Director other than those appointed by Declarant shall serve more than two (2) consecutive terms. In the event the Board is expanded as permitted by Section 1 of this ARTICLE, the term of new Members shall be staggered in similar fashion as directed by the Board.

Section 4. Removal: Any Director- may be removed from the Board, with or without cause, by a majority vote of the Members of the Association or by the Declarant if appointed by the Declarant. A successor may-then and there be elected to fill the vacancy thus created. Should the Association fail to elect a successor, the Board of Directors may fill the vacancy in the manner provided in Section 5 below. Provided, however, that any Director removed by the Declarant shall be replaced by the Declarant

Section 5. Vacancies Directorate: If the Office of Directors any by reason of death, resignation, retirement, disqualification, removal from office of otherwise, a majority of the remaining Members of the Board of Directors, though less than a quorum, as defined in ARTICLE VI I, Section 5 below, shall choose a successor or successors, at any -regular or special meeting of the Board of Directors Such replacement Member of the Board of Directors shall hold office for the balance of the unexpired term. Provided, however, the Declarant can appoint a replacement Director for any vacancy created by a Director appointed by the Declarant.

Section 6 Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, delivered to the Secretary. Unless otherwise specified therein such resignation shall take effect upon receipt thereof by the Secretary. No Director shall continue to serve on the Board of Directors should he be more than thirty (30) days delinquent in the payment as a Member of any assessment against his Lot; and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 7 Compensation: Director may receive compensation any service he may render to the Association if approved by a two thirds 2/3 vote of the Membership. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties. Nothing herein shall prevent the Director from receiving compensation for services rendered or products sold in the Corporation pursuant to an agreement approved by the other Directors.

## ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination: Except as otherwise provided in Article V nomination of the Members of the initial Board of Directors the Declarant; thereafter nomination for election to the Board of Directors by the Members shall be made by a nominating Committee. Nominations may also be made by a petition of not less than forty percent (40%) of the Members in good standing submitting such nomination in writing to any officer or Director at least twenty-four (24) hours prior to the date and time set for the meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more-other people who may, but need not, be Members of the Association.-.- The Nominating Committee shall be appointed by the Board of Directors to serve until the close of the annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Director as it shall in its discretion determiner but not less than the number of vacancies that are to be filled. Such nominations shall be made in such categories of directorship as required by the provisions of ARTICLE V, Section I of these By - Laws.

Section 2. Election. Except for the appointments to the Board of Directors by -the Declarant,, election to the Board of Directors shall be by secret written ballot and shall be held at the annual meeting of the Members - At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes for each category of directorship shall be elected. Cumulative voting is prohibited.

ARTICLE VII  
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least once every six (6) months without notice, at such place and time as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Although not required, notice of such regular meeting may be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the date of such meeting. All meetings of the Board, including special meetings in accordance with Section 2 below, shall be open to all Members.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held called by the President of the Association, or by any two Members of the Board of Directors at least three (3) days notice shall be given to all Members of the Board of Directors of the time, place and purpose of such meeting.

Section 3. Place of Meetings. Meetings of the Board of Directors shall be held in Lexington County or Richland County, South Carolina, whenever practical. However, this provision is in no way intended to invalidate in any way whatsoever meetings held somewhere other than Lexington County, South Carolina, so long as such meetings are proper in all other respects.

Section 4. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 5. Quorum. At all meetings of the Board of Directors, a majority of the Members of the Board of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Members of the Board of Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the Meeting from time to time. At each such adjourned meetings any business which might have been transacted at the meeting,, as-originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

Section 6. Action Taken Without a Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the Written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken the at a meeting of the Directors.

ARTICLE VIII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, this Association's Articles of Incorporation, or these By - Laws, directed to be exercised and done by us \* These powers and duties shall specifically include, but shall not be limited to, the matters hereinafter set forth.

Section 1. Power. The powers of the Board of Directors shall specifically include, but shall not be limited to the following:

(a) to adopt and publish rules and regulations governing the use of the Common Properties Restricted Common Properties, if applicable, and facilities, located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) to suspend the voting rights and right to use of the recreational facilities Of a Member during any period in which such Member shall. be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for such time as may be determined by the Board of Directors after notice to the Member and hearing before the Board of Directors for any infraction of rules and regulations;

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

(d) to declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) to employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; (f) to secure Officers and Directors Liability Insurance covering the Officers and Directors of the Association at the expense of the Association

(g) to borrow money to meet the financial needs of the Association and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans made to the Association the proceeds of which loans shall be used by the Association in performing its authorized functions.

Section 2. Duties. The duties of the Board of Directors shall specifically include, but shall not be limited to the following:

- (a) to cause to be kept a complete record of all its acts and corporate affairs;
- (b) to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment, special assessments, assessments for the use of limited common properties against each property ownership form as defined in the Declaration not later than the first calendar quarter in each year.
  - (2) send written notice of each assessment to every Owner subject thereto as soon as practicable after the fixing hereof; and
  - (3) enforce the lien rights against any property for which assessments or costs are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (d) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) to procure and maintain adequate liability and hazard insurance on property owned by the Association in the form and amount required by the Declaration;
- (f) to cause all officers or employees of the Association having fiscal responsibilities to be bonded, with fidelity bonds in the form and amount required by the Association, and the premium on such . bonds shall be paid by the Association;
- (g) to cause the Common Properties and Restricted Common Properties to be adequately maintained;

- (h) to review and amend, if appropriate, the annual budget as prepared by the Treasurer in accordance with ARTICLE X Section 8 hereof
- (i) to enforce the Restrictive Covenants and Rules and Regulations and if necessary, bring an action at law or in equity, against the Member to enforce same or recover damages resulting from the violations.
- (j) to carry out and enforce the findings and directives (fines, etc.) of the ARB.

ARTICLE IX  
LIABILITY OF DIRECTORS

The Members of the Board of Directors, officers, employees, agents, managing agents or management firm (herein collectively referred to as "Agents") shall not be liable to the Owners or the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

The Association shall indemnify and hold harmless each of the Agents and its agents or employees against all contractual or tort liability to others arising out of contracts made, actions performed or omissions by the Agents on behalf of the Association unless any such contract, action or omission shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Agents shall have no personal liability with respect to any contract made, action performed or omission by them on behalf of the Association. It is understood and permissible and shall not be deemed to be self dealing for the Association to contract with the Declarant or with corporations or other entities owned, controlled or affiliated with the Declarant. It is also intended that the liability of any Member arising out of any contract made, action taken or omission by the Agents or out of the aforesaid indemnity in favor of the Agents shall be limited to such proportions of the total liability thereunder as his interest in the Common Properties and Restricted Common Properties bears to the interests of all Members in the Common Properties and Restricted Common Properties. Every agreement made by the Agents is made in the capacity only as an agent for the members and shall have no personal liability thereunder (except as Members). Moreover, each Member's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Properties and Restricted Common Properties bears to the interests of all Members in the Common Properties and Restricted Common Properties.

ARTICLE X  
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create, all of whom shall be members of the Board of Directors. The Secretary and the Treasurer may be the same person.



Section 2. Election of Officers. The election of officers shall take place at the organization meeting of the Board of Directors following within ten (10) days after each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year and until their successors are chosen and assume office in their stead unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve..

Section 4. Appointive Officers . The Board of Directors may appoint Assistant Secretaries and Assistant Treasurers and such other officer as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed without cause by the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance or acknowledgment of acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Multiple offices: The offices of Secretary, and Treasurer may same person. No person shall simultaneously hold more than one of any of the other offices except in the case of appointive offices created pursuant to Section 4 of this ARTICLE.

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

#### President

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Owners and of the Board of Directors; shall see that orders and resolutions of the Board are carried out. He shall have executive powers and general supervision over the affairs of the Association and other officers. The President shall sign all leases, mortgages, deeds, contracts and other written instruments as required by resolution of the Board of Directors. He shall perform all of the duties incident to his office or which may be delegated to him from time to time by the Board of Directors.

### Vice President

The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him from time to time by the Board of Directors.

### Secretary

The Secretary shall issue notices of all Board of Directors, meetings and all meetings of the Members and shall attend and keep the minutes of same. The Secretary shall have charge of all of the Associations, books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform duties of the Secretary when the Secretary is absent.

### Treasurer

The Treasurer-shall:

- (a) have custody of the Association's funds and securities, except the funds payable to any management firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such insured depositories as may be designated from time to time by the Board of Directors;
- (b) disburse the funds Of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and, Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association;
- (c) collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors;
- (d) give status reports to potential transferees on which reports the transferees may rely;
- (e) cause an annual audit of the Association to be completed in a timely fashion by a certified public accountant selected by the Board of Directors and the results of such audit shall be reported to the Board of Directors and the Members;
- (f) in conjunction with the Association's accountant and such other persons as the Board of Directors may designate, shall prepare an annual budget for consideration, modification, if appropriate, and ultimate approval by the Board of Directors;

(g) the duties of the Treasurer shall be performed by the Assistant Treasurer when the Treasurer is absent;

(h) the duties of the Treasurer or Secretary may be fulfilled by a management firm employed by the Association, in which event such management firm shall have custody of the books of the Association.

## ARTICLE XII

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member---or the principal office of the Association, where copies may be purchased at reasonable costs.

## ARTICLE XIII

### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual, special assessments and assessments for the use of limited common areas which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due Shall be delinquent.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge of one and one-half percent (1 1/2%) of the delinquent payment amount per month from the due date until paid or such other amount as set by the Board of Directors from time to time and the Association may bring an action at law against the owner, personally obligated to pay the same or foreclose the lien against the property, and interest, costs of collection, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided-for herein by non-use of the Common Properties or Restricted Common Properties or abandonment of this property by which he is entitled to Membership.

## ARTICLE XIV

### COMMITTEES

The Board of Directors shall appoint a Nominating Committee as provided in these By Laws. In addition, the Board of Directors shall designate one or more committees or individuals which, to the extent provided in the resolution designating said committee, individual or individuals, shall have the powers of the Board of Directors in the management of affairs and business of the Association. The committee, committees, individual or individuals shall have such name or names as may be determined from time to time by the Board of Directors, and said committees shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required.

ARTICLE XV  
FISCAL YEAR

The fiscal year of the Association shall begin on the first day of \_\_\_\_\_ and end on the \_\_\_\_\_ day of \_\_\_\_\_ of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVI  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: GOVERNORS GRANT COMMUNITY ASSOCIATION, or an appropriate abbreviation thereof.

ARTICLE XVII  
INDEMNIFICATION

The Association and Owners shall indemnify every Director and every officer, his heirs, executors, and administrators, against all losses, costs and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding,, to be liable for or guilty of gross negligence or willful misconduct The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled

ARTICLE XVIII  
PARLIAMENTARY RULES

Roberts Rule of Order (latest edition) shall govern the conduct of meetings when not in conflict with the Declaration or these By-Laws.

ARTICLE XIX  
AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the Members by majority of the vote at a duly called meeting at which a quorum exists as provided in Section 6 of ARTICLE III hereof and provided that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

Section 2. In the case of any conflict between the Certificate of Incorporation and these By - Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By - Laws, the Declaration shall control.

Section 3. Declarant reserves the right to amend from time to time these By - Laws without the vote of members, which amendment shall include, but not be limited to, the right to correct scrivener's errors or to conform with the requirements of VA, FHA, FHLMC, FEMA, State Housing Authority or insurers or purchasers of mortgage loans.

IN WITNESS WHEREOF, we, being all of the organizing Members and Directors of Governors Grant Property Association, Inc. have hereunto set our hands this 30 day of July, 1990.

WITNESSES:

M. Susan Smith  
Deborah A. Bauer

GOVERNORS GRANT PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]  
Its: MANAGING PARTNER

STATE OF SOUTH CAROLINA )  
 )  
 )

PROBATE

COUNTY OF LEXINGTON

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Governors Grant Property Owners I Association by its authorized officer sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s) he with the other witness witnessed the execution thereof.

Sworn to before me this 30  
day of July, 1990.  
Wilson B. Edwards (L.S.)  
Notary Public for South Carolina  
My Commission Expires 6/30/98

W. Jason Smith

*Governors Grant*

PROPERTY OWNERS ASSOCIATION

III. DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

STATE OF SOUTH CAROLINA     )  
    )  
 COUNTY OF LEXINGTON        )     AMENDED AND RESTATE  
    )     DECLARATION OF COVENANTS  
    )     CONDITIONS AND RESTRICTI3S

This declaration, made on the date hereinafter set forth by Governors Grant Development, a South Carolina general partnership, comprised of Drake Development Corporation and Foxco II, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property near the City of Lexington, in the County of Lexington, State of South Carolina, as shown on a plat for Governors Grant Development Group of Phase 1A and 1B, prepared by Whitworth & Associates, Inc., recorded in the Office of the RMC (: for Lexington County in Plat Book 237, page 189 and a plat for Governors Grant Development Group of common area shown as 4.48 acres, recorded in the office of the RMC for Lexington County in Plat Book 237, page 188B.

See Exhibit "A"

NOW, THEREFORE, Declarant-- hereby declares that all of the properties described above and any other property added hereafter by Declarant shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purposes of providing common area maintenance and protecting the value and desirability of the real property as a planned development and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of Declarant.

ART: I  
 Definitions

Section 1. "Association" shall mean Governors Grant Community. Association, its successors and assigns. Additional Associations shall mean and refer to any other separate Association owning Common Property within the Property or any additions thereto.

Section 2. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including purchasers in possession.



Section 3. "Property" shall mean that certain real property herein above described, and such additions thereto as may hereafter be brought within the control of this Declaration.

Section 4. "Common Area" shall mean all real property and improvements thereon owned or leased by the Association or designated by the Declarant for the common use and enjoyment of the Owners. "Limited Common Areas" shall mean common area restricted to the use of a limited number, of Owners.

Section 5. "Lot", shall mean any numbered plot of land comprising a single dwelling site and designated on any plat or survey recorded in the Office of the Register of Mesne Conveyances for Lexington County, South Carolina, now or hereafter made subject to this declaration.

Section 6. "Declarant," shall mean Governors Grant Development Group, its successors and assigns.

Section 7. "By-Laws of the Association" or "By-Laws" shall mean and refer to the By-Laws of Governors Grant Community Association.

Section 8. "Intended for Use" shall mean the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Declarant has conveyed the Property or is restricted by notes or references on recorded plats of the Property.

Section 9. "Master Plan" or "Sketch Plan" shall mean and refer to the drawing which represents the conceptual land plan for the future development of Governors Grant. Since the concept of the future development of the Undeveloped portions of Governors Grant and the Common Area is subject to continuing revision and change at the discretion of the Declarant present and future references to the "Master Plan" shall be references to the latest revision thereof. In addition, no implied reciprocal covenants or obligation to develop shall arise with respect to lands which have been retained by the Declarant for future development. THIS DECLARATION DOES NOT DESIGNATE ANY PORTION OF THIS PROPERTY FOR ANY PARTICULAR USE, SUCH DESIGNATION TO BE MADE BY SEPARATE SUBSEQUENT DECLARATION OR BY RECORDED PLAT WITH SUCH DESIGNATION CLEARLY AND UNEQUIVOCALLY SHOWN THEREON. THE DECLARANT OR ANY OWNER SHALL NOT BE BOUND BY ANY MASTER PLAN, USE OR RESTRICTION OF USE SHOWN ON ANY MASTER PLAN, AND MAY AT ANY TIME CHANGE OR REVISE SAID MASTER PLAN OR NOT DEVELOP THE REMAINING UNDEVELOPED PROPERTY OR COMMON AREA OR AMENITIES.

Section 10. "Offensive or Noxious" activity, trade or behavior shall include but not be limited to a public nuisance or nuisance Per se and shall also include any behavior or activity which is inconsistent with both the reasonable pleasurable use of

the property area by substantial number of the residents and overnight guests and their reasonable expectations of permanent habitation, working, recreating, or enjoying sports, music, food, natural surroundings, and entertainment free of excessively noisy behavior grossly disrespecting the rights of others, flashing or excessively bright lights, racing vehicles, significantly loud radio, hi-fi, electronic music distractions, and other unreasonable behavior curtailing the reasonable pleasure and use of the facilities within the Property. Public musical or other entertainment, parades, concerts, festivals, carnivals, competitions or shows conducted under permit from the Declarant shall not constitute offensive or noxious activity or behavior unless such permit is withdrawn by the Declarant, or its terms and conditions violated.

Section 11. "Architectural Review Board" shall mean and refer to that Board formed and operate in the manner described herein and in the Architectural Review Board Guidelines.

Section 12. "Assessments;" shall have the meaning specified in Article III.

Section 13. "Easement Area" shall mean that property or portion of properties described within an easement or a "Reservation of Easement" filed or to be filed for record by the Declarant; and from time to time by recorded instrument limited to or specifically reserved for the easement purposes set forth in such instruments; generally described in Article VIII, Section 1(7) hereof; and shall refer to those areas on each Lot or property with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.

Section 14. "Structure" shall mean and refer to:

(a) any thing or object, trees and landscaping, the placement, size, shape, color, height and quality of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall or hedge, landscaping, well, septic system, sign, appurtenance, signboard or any temporary or permanent improvement to such Lot; and

(b) 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 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; and

(c) any change in the grade of any Lot of more than six (6) inches.

Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall take title subject to the following easements and assessments which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable assessments for operating expense, repairs and maintenance of common areas; to establish reserves for major repairs or improvements and assessments for any other common area that may be granted to or be purchased by the Association or uses budgeted by the Board; to enforce this Declaration; and to correct violations at the Owners cost, after due notice, and file liens on the lots for such cost and unpaid assessments;
- (b) the right of the Association to suspend the voting rights of an Owner and to assess fines or penalties against any Lot of an Owner, as hereinafter provided.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with these Covenants and Restrictions, his right of enjoyment to the Common Area and facilities to the members of his family, or to purchasers under Contract and tenants who reside on the Lot of the Owner.

ARTICLE III

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any lot by acceptance of a deed therefoer, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges,  
(2) special assessments for improvements and repairs and renovations and to pay operating and other expenses of the Association; such-assessments to be established and collected as hereinafter provided, (3) special assessments for enforcement of the Declaration and any fines, penalties and (4) special assessments for the use of Limited Common Areas. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon  
the property against which each such assessment is made, subject to the provisions of Section 9 of this Article III. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment came due.

The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessment. The annual assessments levied by the Association shall be used exclusively to maintain the Common Areas, entrance ways, roadways, and other improvements and easements within the Property, for operating and other expenses of the Association, and to promote the recreation, health, safety, and welfare of the residents of the Property and for the general improvement and maintenance of the Common Areas, entrance ways, roadways, and other improvements and easements within the Property.

Section 3. Maximum Annual Assessment. From and after January 1, 1991 the annual assessment may be increased each year by the Board of Directors of the Association by an amount not in excess of ten percent (10%) per year, or the percentage increase between the first month and the last month on an annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967-100) (hereafter C.P.I.) issued by the U.S. Department of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas" whichever of these two percentage figures is larger. If two-thirds (2/3) of the votes at a duly called meeting of the Association are to increase said annual assessment by a greater amount. The Board may increase the Annual Assessment by such amount. In the event that the C. P. I. referred to above shall be discontinued, there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living. The Board may decrease the annual assessment, if it does not need the funds.

In the event the Board does not increase the annual assessment in a given year, or increase it in an amount less than that which is authorized by this Section 3, or decreases the annual assessment the Board shall be deemed to have reserved the right and shall be authorized in subsequent years to implement that reserved portion of the authorized but unexercised authority to increase said assessment but any application of same may only be given prospective application.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any maintenance, construction, reconstruction, repair or replacement of the Common Area, entranceways, roadways and other improvements and easements within the Property and to pay the operating and other expenses of the Association.

Section 5. Special Assessments for Violations. In addition to the assessments set out above, the Association, upon recommendation by the ARB, shall levy special assessments for fines for violations of this Declaration or the Architectural Review Board Guidelines or the cost of correcting such violations after written notice of the violations to the owner and hearing before the ARB at which the Owner shall have the opportunity to present a defense.

Section 6. Rate of Collection. Annual assessments shall be collected in advance as directed by the Board and special assessments shall be collected as directed by the Board.

Section 7. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the sixth month following the conveyance of the first Lot in the Property. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Lot Owner. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. However, the Board may waive or reduce annual assessments or special assessments during the construction of the improvements on the Lot. In lieu of paying assessments Declarant may pay any deficits in the cost of operating the Association.

Section 8. Effect of Non-Payment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge in an amount which shall be determined by the Board of Directors, and thereafter shall bear interest from the due date at one and one half (1 1/2%) percent per month. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot. No Owner may waive or otherwise deny liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Owner shall be liable for all costs of collection including attorney's fees and late charges as set by the Board from time to time.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which shall have become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from a lien which results therefrom.



ARTICLE IV  
Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. However, so long as the Declarant owns one Lot, Declarant shall have one more vote than the total of the other Lot Owners.

ARTICLE V  
Board of Directors

Section 1. Board of Directors. The affairs of the Association shall be managed by a Board of Directors composed initially of three (3) individuals who need not be members of the Association. The Board of Directors may increase or decrease its size as it sees fit. Provided, there shall be no less than three (3) members. The election of the Board shall be as set out in the By-laws of the Association.

Section 2. Meetings. Meetings of the Board shall be as set out in the Association's By-Laws.

ARTICLE VI  
Architectural Review Board (ARB)

Section 1. Purpose, Powers and Duties of the Architectural Review Board (ARB). The purpose of the ARB is to assure that all proposed uses and any construction or alteration of any Structure (see Article 1, Section 14 for definitions) which takes place on any Lot or any other Property shall be performed in conformity with the objective of high quality environmental design and development as set forth in this Declaration or by the ARB Guidelines. To carry out that purpose, the ARB shall have the right pursuant to the provisions of this Article VI to approve, any and all proposed uses, site plans and Structures to be constructed on the property, including proposed uses, site plans and Structures for Common Areas, except that the ARB shall not have the right, without the approval of the Declarant (so long as Declarant owns a Lot), to disapprove a use for a Lot which is within the use category designated for such Lot by the Declarant pursuant to Article VIII. it shall also have the right to approve or disapprove any and all proposed external alterations or use changes for Lots or Structures including Common Areas. The ARB will not do anything, however, which would prevent the Declarant from fulfilling its obligations hereunder.

Section 2. Objectives. Architectural and Design review shall be directed towards attaining the following objectives:

- (1) preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural land forms;
- (2) ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Lots and Structures and with surrounding Lots, and Structures and does not unnecessarily block scenic views from existing Structures or tend to dominate any general development or natural landscape;
- (3) ensuring that the architectural design and structures and their materials and colors are visually harmonious with Governors Grant overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetations, and with development plans officially approved by the Declarant, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located;
- (4) ensuring the plans for landscaping provide visually pleasing settings for Structures on the same Lot and on adjoining or nearby Lots, and blend harmoniously with the natural landscape;
- (5) ensuring that any development, Structure, building or landscaping of the Lots and Common Areas complies with the provisions of these Covenants;
- (6) determining the location of driveways and other improvements.

Section 3. Architectural Review Board.

- (1) The Declarant shall establish an Architectural Review Board (such board hereinafter referred to as the "ARB") which shall consist of three (3) or more members. The three (3) members shall be appointed by the Declarant until such time as the Declarant, in its sole discretion, transfers control of the ARB functions to the Association. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Declarant. Any member appointed by the Declarant may be removed with or without cause by the Declarant at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former members. When control of the ARB functions is transferred to the Association, members of the



ARB shall be elected by the Board of Directors of the Association, the Board of Directors and any member so elected may resign or be removed by the Board in the same manner as provided in the By-Laws of the Association for the resignation and removal of officers of the Board.

- (2) The ARB shall select its own Chairman and he, or in his absence, the Vice-Chairman, shall be the presiding officer of its meetings. All meetings shall be held upon call of the Chairman; all meetings shall be held at such place and time as may be designated by the Chairman. Two (2) members shall constitute a quorum for the transaction of business, provided a minimum of two (2) members appointed by the Declarant shall be present in order to have a quorum prior to transfer of control of the ARB by the Association. The affirmative vote of a majority of the members of the ARB present at the meeting at which there is a quorum shall constitute the action of the ARB on any matter before it. The ARB shall operate in accordance with its own rules of procedure and guidelines which shall be filed with the Association and maintained in the records of the Association. The ARB may split itself into panels of two (2) or more members or appoint committees which shall act in its behalf and perform duties delegated to them by the ARB.
- (3) The ARB is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, and/or attorneys and other professional consultants as it determines necessary, to advise and assist the ARB in performing the functions here in prescribed.
- (4) The ARB may adopt, promulgate, amend, revoke and enforce guidelines by directing the Board to take action thereon, hereafter referred to as the ARB Guidelines, for the purposes of:
  - (a) Governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions hereof;
  - (b) governing the procedure for such submission of plans and specifications;
  - (c) establishing policies with respect to the approval and disapproval of all proposed uses and all construction or alteration of any Structure on any Lot, Common Area, roads, or entrance ways;

- (d) establishing the location of driveways on all Lots; and
  - (e) approving all builders, architects and residential designers, etc. for the subdivision.
- (5) The ARB will make a published copy of its current ARB Guidelines readily available to Members and prospective Members of the Association upon request.
- (6) The Board of Directors shall enforce the decisions of the ARB.

Section 4. Transfer of Architectural Review Authority. Upon the sale of one hundred percent (100%) of the sites for the maximum permitted Lots or dwelling units within the existing Property, or, if additions are made to the existing Property, then upon sale of one hundred percent (100%) of the sites for the maximum permitted Lots or dwelling units within the Property, as so expanded, the Declarant shall, by filing a supplementary declaration of covenants and conditions with the Register of Mesne Conveyances, transfer the above-described review authority to a permanent ARB which, subject to the covenants and conditions within the aforesaid supplemental declaration, shall be under the control of the Association. This Section does not obligate the Declarant to make such transfer at any particular, time; provided, however, that such transfer must be made no later than one (1) year after sale of the last dwelling unit or Lot, as to all portions of the Property shown on recorded plats where one hundred percent (100%) of the sites for the permitted Lots or dwelling units have been sold to third parties. The Declarant may during transition of control allow the Association's Board to elect one or more members to the ARB provided that such members have the professional qualifications established by the Declarant.

Section 5. Review of Approval of Plans for Additions, Alterations or Changes to Structures and Landscaping. No Structure, building, wall, -fence, sign, mail box, trash containers, swimming pool, tennis court, roof, color and composition of roof, siding and other exterior materials and finishes, exterior light, landscaping or other Structure or improvement of any kind shall be commenced, erected, or maintained upon any Residential Lot, or upon the exterior of any dwelling unit, or upon any recreational tract, or upon the Common Areas or Restricted Common Areas, nor shall any landscaping be done, maintained, nor shall any addition to any existing building or Structure or alteration or change therein be made or maintained until the proposed building plans, specifications (including height, shape, type, nature, color and composition of roof, siding

or other exterior materials and finish), plot plan (showing the location of such building or structure, and other items listed herein above, drives and parking area), landscape plan, and construction schedule, as required by the ARB, shall have been submitted to and approved by the Review ARB.

Any alteration of the structures or of the plans and specifications, changes or deviations from the approved plans and specifications during construction or of the completed structure must also be submitted to the ARB reserving the same rights to disapprove alterations as it retains for disapproving the original Structures

Section 6. Approval Not a Guarantee or Representation of Proper Design or Good Workmanship. No approval of plans, location or specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, standards or specifications, will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner or comply with any governmental regulations or permit which are the responsibility of the Lot Owners. Neither the Declarant nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under this Declaration nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with approved plans and does hereby, by acceptance of title to property or Lot subject to this Declaration, agree to hold the ARB and the Declarant harmless for any failure thereof caused by the Owner's architect or builder. The ARB has the right to prohibit the Owner's builder and/or general contractor from going to or upon the site in the event it is determined that failure to comply with approved plans is intentional or due to gross negligence under the above mentioned circumstances. The Owner hereby agrees that the exercise of these rights shall not constitute a denial of Owner's property rights and shall not give rise to a cause of action for damages by the owner.

## ARTICLE VII General Provisions

Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or the ARB Guidelines. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability invalidation of any one of these covenants or restrictions or ARB Guidelines by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Books and Records. The books and records of the Association shall be kept by the Association and always available for inspection by any member of the Association at a reasonable time.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by at least eighty (80%) percent of the Lot Owners during the initial thirty (3) year period or thereafter by a vote of at least eighty (80%) percent of the Lot owners, provided each Lot owner shall have one (1) vote for each Lot owned. Any amendment must be recorded. Declarant reserves the right to amend this instrument at any time, without the vote of or consent of the Lot Owners provided, however, that no amendment shall serve to change the character of the properties which have been restricted from that of a residential development. Provided, further, Declarant reserves the right to amend this Declaration as it shall determine in its sole discretion, from time to time, without a vote of or consent of the Lot Owners to amend the Declaration to correct scrivener's errors or to conform ,with the requirements of the VA, FHA, FHLMC, FNMA, State Housing Authority or other insurers, makers or purchasers of mortgage loans.

Section 5. Annexation. Declarant reserves the right to dedicate or deed additional common areas to this Association, provided at the time of such dedication or conveyance, said properties shall be free and clear of all liens and encumbrances other than reasonable and normal restrictions or easements. In addition, additional residential property and common areas may be annexed to the properties by the Declarant, from time to time, without the consent of the members of the Association.

## ARTICLE VIII Covenants and Restrictions

Section 1. Single-Family Restrictions. In addition to any other restrictions or conditions set out in this Declaration, for the purpose of protecting said Property as a residential development, the undersigned does hereby impose upon Parcel 2 of said Property, the following conditions and restrictions:

1. No Structure shall be erected or maintained without approval of ARB on any Lot other than one (1) single family dwelling and one (2) detached or attached garage of similar design, including servants' quarters, if desired; and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of one single family.
2. No Lot shall be subdivided into two or more Lots, nor shall any portion of any Lot be sold, conveyed, or leased except to an adjoining Lot Owner; provided, however, that this shall not prevent the Declarant from modifying or changing the Lot lines or sizes or the number of Lots.
3. No Noxious or Offensive trade, behavior or activity shall be carried on upon any Lot, nor shall, anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. No Structure of any kind whatsoever shall be erected, placed or altered on the said Lots until the building plans, specifications and design have been approved by the ARB, its successors, or assigns, or its designated nominee.
5. No Structure of temporary character, trailer, tent, shack, barn or other out-building shall be used on said Lot either temporarily or permanently, except as provided herein above.
6. No livestock, poultry-or other animals shall be kept on said Lot except household pets, which pets shall not be used or bred for commercial purposes.
7. Perpetual easements for drainage, for the installation and maintenance of gas, electricity, telephone, water, sewer and other utilities are reserved as shown on said plat, and where not reserved on said plat a perpetual easement five (5') feet, more or less in width is hereby reserved along the side lines of each Lot and twelve (12') feet, more or less, in width along the front and rear of each Lot as shown on said plat.
8. All individual wells and sewerage disposal systems shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the Lexington County Board of Environmental Health. Approval of such system shall be obtained from such Board of Environmental, Health. The location of the well and sewage disposal system on each Lot shall be approved

by the ARB and the Lexington County Board of Environmental Health. Landscaping shall be installed to screen and beautify any well systems or electric transformers or underground power.

9. No abandoned or inoperative vehicles, nor any commercial vehicles, school buses, or equipment, may be stored, placed, or garaged on any Lot. No parking shall be allowed on any street without complying with the ARB Guidelines.

10. It is understood and agreed between the parties hereto that the herein above described property is sold "as is" and Declarant shall not be responsible for the installation or maintenance of storm drains, control of surface water, or maintenance of any streets dedicated to Lexington County after said streets have been dedicated to the County. Where drainage easements appear on said plat, the Owner(s) of those Lots affected agree to maintain in a satisfactory and sanitary manner those easements and shall in no way alter or otherwise hinder the proper removal of surface water. Owner(s) shall provide the driveway piping, if necessary, at his driveway location.

11. No clothesline, exposed garbage containers or other visual objects or vehicles are to be erected or used on the property where they may be easily seen from any other Lot or public road.

12. No satellite antenna or satellite dish shall be placed on the property except in the rear of the property and it shall be adequately- screen from View of others with shrubbery and only upon approval of the ARB.

13. No sign shall be erected on said Lot or posted on any building except upon approval of ARB.

14. No concrete block shall be exposed above grade which is visible on the exterior of any Structure nor shall any structure be constructed of asbestos shingles.

15. It is understood and agreed that South Carolina Electric and Gas Company will be providing street lights for the subdivision and each resident will be assessed a proportional monthly charge for said street lights, as provided for by South Carolina Public Service Commission.

16. No commercial activity shall be conducted or carried on, on any Lot, except home occupations which have been approved by the Board and subject to such restrictions as the Board shall establish.

IN WITNESS WHEREOF , the Declarant and Owner of 80% of the Lots hereto has by its duly authorized officers, set its hand and seal this 14<sup>th</sup> day of February 1991.

GOVERNORS GRANT DEVELOPMENT  
GROUP

BY: Drake Development  
Corporation , Managing  
General Partner

By. \_\_\_\_\_  
W. Russell Drake

Its : President

STATE OF SOUTH CAROLINA SOUTH )  
 )  
COUNTY OF LEXINGTON )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s) he saw the within-named GOVERNORS GRANT GROUP by Drake Development Corporation, managing Partner , by its authorized officer sign, seal and as it's act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Sworn to before me this 14  
Of February, 1991

\_\_\_\_\_(L.S. )  
Notary Public for South Carolina

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

Prepared by:

Richard M. Unger , Esquire  
of Woodward, Leventis, Unger Herndon & Cothran  
P.O. Box 12399 Columbia, SC 29211  
(803) 799-9772

## EXHIBIT A

to

### Declaration of Covenants, Conditions and Restrictions

#### Parcel No. I

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being in Lexington County, State of South Carolina, being shown as Governors Grant 4.48 acres tract, on a plat prepared for Governors Grant Development Group dated May 16, 1990 by Whitworth & Associates, Inc., and recorded herewith in the Office of the RMC for Lexington County in Plat Book 237 at page 188B. Said tract being bounded and measuring as follows: On the Northeast by Old Chapin Road S-32-52, whereon it fronts and measures in a curved, line a chord distance of 80.00 feet, and in a straight line a distance of 582.51 feet; on the Southeast by property designated on -said plat as being now or formerly of Ray Bickley, whereon it measures a straight line distance of 9.92 feet, then a straight line distance of 415-08 feet; on the Southwest by property designated on said plat as being now or formerly of Governors Grant Development Group, whereon it measures a straight line distance of 370.00 feet; on the West by property designated on said plat as being now or formerly of Governors Grant Development Group, whereon it measures a straight line distance of 160.00 feet, then a straight line distance of 240-00 feet; -and on the Northwest by property designated on said plat as being now or formerly of Governors Grant Development Group, whereon it measures a straight line distance of 160.00 feet. all measurements a little more or less.

This being a portion of the property conveyed to Governors Grant Development Group by deed of Foxco I, Inc. being recorded herewith.

#### Parcel 2

All those certain pieces, parcels, or tracts. of land, together with improvements thereon, situate, lying and being near the Town of Lexington, County of Lexington, State of South Carolina, being shown and delineated as Phase I A (10.39 acres) and 1 B (30.42 acres), on a Boundary Plat prepared for Governors Grant Development Group by Whitworth & Associates, Inc., dated July 3, 1990, and recorded herewith in the Office of the Lexington County in Plat Book 237 at page 189; said tracts of land being bounded and measuring as follows: On the Northeast by Old Chapin Road S-32-52, whereon it fronts and measures, a distance of 960.11 feet; on the South by property designated on said plat as being now or formerly of Governors Grant Development Group, whereon it measures in a broken line a total distance of 3064.44 feet; on the Southwest by Property designated on said plat as being now or formerly of Governors Grant Development Group, whereon it measures in a broken line a total distance of 543.22 feet; on the Northwest by property designated on said plat as being now or formerly of Governors Grant Development Group, whereon it measures in a broken line a total distance of 1597.49 feet; on the North by property now or formerly of Mary W. Hendrix, whereon it measures in a broken line a total distance of 1439.51 feet; and on the Northwest again by property now or formerly of Mary W. Hendrix, whereon it measures in a straight line a distance of 1199.99 feet. Be all measurements a little more or less.



Parcel 2 is also shown as Lots 1 through 5, Phase 1 A, Block "B"; Lots 6 through 14, Phase 1 B, Block "B"; Lots 1 and 2, Phase 1 A, Block "A"; Lots 3 through 18, Phase I B, Block "A", Lots 1 through 4, Phase I B, Block "C"; Lot 11, Phase 1 B, Block "D"; and Lot 5, Phase 1 B, Block "E"; on a Bonded Subdivision Plat of Governors Grant Phase I A & B prepared by Whitworth & Associates, Inc. dated June 26, 1990, and last revised June 28, 1990 and recorded herewith.

This being a portion of the property conveyed to Foxco 1, Inc. by deeds of John L. Fox, et al. recorded herewith.

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

FIRST AMENDMENT TO THE AMENDED  
AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
GOVERNORS GRANT  
RECORDED IN BOOK 1628 AT PAGE 290 ON  
MARCH 14, 1991

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant Development Group, a South Carolina general partnership, comprised of Drake Development Corporation and Foxco II, Inc., hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a plat for Governors Grant Development Group of Phase 1C prepared by Whitworth & Associates, Inc., recorded in the Office of the RMC for Lexington County in Plat Book 254 at Page 137. and

WHEREAS, the Declarant desires to subject such property to the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628 at page 290; and

WHEREAS, the Declarant desires to further restrict phase 1C so as to require that one year from the date of this Amendment that all of the houses constructed on Lots in Phase 1C shall be constructed with brick veneer.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 290 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. No dwelling shall be erected or maintained on any lot in Phase 1C of Governors Grant Subdivision for one year from the date of this amendment unless such structure shall be constructed with brick veneer exterior. This restriction shall be in addition to

any other restriction placed upon said properties in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant and shall be in addition to any other requirements of the ARB for approval of construction on the lots in Phase 1C. This restriction shall not apply to the lots in Phases I-A and I-B and it may be terminated at any time by Declarant.

IN WITNESS WHEREOF, the Declarant hereto, has by its duly authorized officers set its hand and seal this 14 day of October, 1992.

GOVERNORS GRANT DEVELOPMENT GROUP  
(a South Carolina general partnership)

By: Drake Development Corporation the Managing General Partner

\_\_\_\_\_ By: \_\_\_\_\_  
W. Russell Drake  
\_\_\_\_\_ Its: President

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF RICHLAND        )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Declarant by its authorized officer sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness witnessed the execution thereof.

Sworn to before me this 14  
of October, 1992.

\_\_\_\_\_ (L. S. )  
My Commission Expires.

EXHIBIT "A"

(To First Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being along Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, located east of Phases 1-A and 1-B of Governors Grant Subdivision, being shown as 20.75 acres on a Boundary Survey for Governors Grant Development Group prepared by Whitworth & Associates, Inc., dated September 6, 1992, and recorded on September 21, 1992 in Plat Book 1628 at page 290, and having such metes, bounds, courses and distances as shown on said plat.

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

SECOND AMENDMENT TO THE AMENDED  
AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF GOVERNORS GRANT  
RECORDED IN BOOK 1628 AT PAGE 290 ON  
MARCH 14, 1991.

This Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant Development Group, a South Carolina general partnership, comprised of Drake Development Corporation and Foxco II, Inc., hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a plat for Governors Grant Development Group of Phase 1C prepared by Whitworth & Associates, Inc., recorded in the Office of the RMC for Lexington County in Plat Book 254 at Page 137; and

WHEREAS, the Declarant desires to subject such property to the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628 at page 290; and

WHEREAS, the Declarant desires to further restrict Phase II-A so as to require that the Purchasers of lots will be co-permittees under and bound by the Storm Water pollution Prevention Plan for Governors Grant.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 290 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. The Lot Owners accept the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant. Further, by acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the

Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC) , under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot Owner shall not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities.

IN WITNESS WHEREOF, the Declarant hereto has by its duly authorized officers set its hand and seal this 3 day of June, 1993.

GOVERNORS GRANT DEVELOPMENT GROUP  
(a South Carolina general partnership)

By: Drake Development corporation II the Managing  
General Partner

By : \_\_\_\_\_  
W. Russell Drake

Its: President

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF RICHLAND        )                PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Declarant by its authorized officer sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness witnessed the execution thereof.

Sworn to before me this 3  
day of June 1993.

\_\_\_\_\_ (L.S. )  
Notary Public for South Carolina

My Commission Expires:.

EXHIBIT "A"

(To Second Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being along Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and designated as Phase II-A, Governors Grant Subdivision, containing twenty (20) lots, located south of Phases 1-A, 1-B and 1-C of Governors Grant Subdivision, being shown on a Bonded Plat, Phase II-A for Governors Grant Development Group prepared by Manis Design Management, Inc., dated May 20, 1993 and recorded on June 14, 1993, in Plat Book 261 at page 93, and having such metes, bounds, courses and distances as shown on said plat.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

THIRD AMENDMENT TO THE AMENDED  
AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF GOVERNORS GRANT  
RECORDED IN BOOK 1628 AT PAGE 290 ON  
MARCH 14, 1991

This Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant Development Group, a South Carolina general partnership, comprised of Drake Development Corporation and Foxco II, Inc., hereinafter referred to as "Declarant" .

WHEREAS, Declarant is the owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a Bonded plat for Governors Grant Development Group of Governors Grant Phase II-B prepared by Manis Design Management, Inc., dated October 20, 1993, and recorded.. in the Office of the RMC for Lexington County in Plat Book 265 at Page 3; and

WHEREAS, the Declarant desires to subject such property to the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628 at page 290; and

WHEREAS, the Declarant desires to further restrict Phase II-B so as to require that the Purchasers of lots will be co-permittees under and bound by the Storm Water Pollution Prevention Plan for Governors Grant.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 290 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. The Lot Owners accept the terms and conditions of the Storm Water pollution Prevention plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES 50748 permit number SCR100000) issued to the Declarant. Further, by acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit



issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot Owner shall not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities.

IN WITNESS WHEREOF, the Declarant hereto has by its duly authorized officers set its hand and seal this day of November, 1993.

GOVERNORS GRANT DEVELOPMENT GROUP  
(a South Carolina general partnership)

By: Drake Development Corporation II the Managing  
General Partner

BY: \_\_\_\_\_  
W. Russell Drake

Its: President

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF RICHLAND

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Declarant by its authorized officer sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other .witness witnessed the execution thereof.

Sworn to before me this 9  
Day of November, 1993.

\_\_\_\_\_  
Notary Public for South Carolina ( L . S . )

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

EXHIBIT "A"

(To Third Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being along Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and designated as Phase II-B, Governors Grant Subdivision, containing seventeen (17) lots, located south of Phases 1-A, 1-B and 1-C of Governors Grant Subdivision, being shown on a Bonded plat prepared for Governors Grant Development Group by Manis Design Management, Inc., dated October 20, 1993, and recorded on November 11, 1993, in Plat Book 265 at page 3 , and having such metes, bounds, courses and distances as shown on said plat.

STATE OF SOUTH CAROLINA )  
 COUNTY OF LEXINGTON )  
 FOURTH AMENDMENT TO THE AMENDED  
 AND RESTATED DECLARATION OF  
 COVENANTS, CONDITIONS AND  
 RESTRICTIONS OF GOVERNORS GRANT  
 RECORDED IN BOOK 1628 AT PAGE 290  
 ON MARCH 14, 1991

Fourth amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant Development Group, a South Carolina general partnership, comprised of Drake Development Corporation and Foxco II, Inc., hereinafter referred to as "Declarant" .

WHEREAS, Declarant is the owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a Bonded Plat for Governors Grant Development Group of Governors Grant Phase II-C prepared by Manis Design Management, Inc., dated December 1, 1993, and recorded in the Office of the RMC for Lexington County in Plat Book 265 at page 120: AND

WHEREAS, the Declarant desires to subject such property the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628 at page 290; and

WHEREAS, the Declarant desires to further restrict Phase II-C so as to require that the Purchasers of lots will be co-permittees under and bound by the Storm Water Pollution Prevention Plan for Governors Grant.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 290 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. The Lot Owners accept the terms and conditions of the Storm Water Pollution Prevention plan (SWPPP) as required by the general National Pollutant Discharge Elimination System

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permit number SCR100000) issued to the Declarant. Further, by acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot Owner shall not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities.

IN WITNESS WHEREOF, the Declarant hereto has its duly authorized officers set its hand and seal this 29<sup>th</sup> day of December, 1993.

GOVERNORS GRANT DEVELOPMENT GROUP  
(a South Carolina general partnership)

By: Drake Development Corporation II the Managing  
General Partner

By: \_\_\_\_\_  
W. Russell Drake  
Its: President

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF RICHLAND        )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Declarant by its authorized officer sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness witnessed the execution thereof.

Sworn to before me this 29<sup>th</sup> December: 1993.

\_\_\_\_\_  
Notary Public for South Carolina

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

BK 3 0 2 7 PG 2 2 2

BK 2 8 4 2 PG 3 3 7

EXHIBIT "A"

(To Fourth Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being along Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and designated as Phase II-C, Governors Grant Subdivision, containing eighteen (18) lots, located south of Phases I-A, I-B and I-C of Governors Grant Subdivision, being shown on a Bonded Plat prepared for Governors Grant Development Group by Manis Design Management, Inc., dated December 1, 1993, and recorded on December 29, 1993, in Plat Book 265 at page 120, and having such metes, bounds, courses and distances as shown on said plat.





## EXHIBIT "A"

(To Fifth Amendment to Amended and Restated Declaration)

### PARCEL 1

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being east of Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and South of Phases 1-A and 1-B of Governors Grant Subdivision, being shown as 22.672 acres on a Boundary Plat of Governors Grant Phase III-A prepared for Governors Grant Development Group by Manis Design Management, Inc., dated April 29, 1994, and recorded on May 13, 1994, in Slide 25 at page 9, and having such metes, bounds, courses and distances as shown on said plat.

TMS# 3300-04-006 (portion of)

### PARCEL 2

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being at the western corner of the intersection of Old Chapin Road (S.C. Road S 32-53) and Oak Haven Drive, near the Town of Lexington in the County of Lexington, State of South Carolina, and South of Phases 1-A and 1B of Governors Grant Subdivision, being shown as 2.243 acres on a Plat prepared for Foxco I, Inc. by Manis Design Management, Inc., dated April 29, 1994, and recorded on May 19, 1994, in Slide 27 at page 6 , and having such metes, bounds, courses and distances as shown on said plat.

TMS# 3300-04-006 (portion of)







BK 3168 PG 00

EXHIBIT " A'1

(To Sixth Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being east of Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and Northwest of Phase III-A of Governors Grant Subdivision, being shown as 23.170 acres on a Boundary plat of Governors Grant Phase III-B prepared for Governors Grant Development Group by Manis Design Management, Inc., dated September 16, 1994, to be recorded, and having such metes, bounds, courses and distances as shown on said plat.

TMS# 3300-04-006 (portion of)

BK 3168 PG 00

EXHIBIT "A"

(To Fifth Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being east of Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and Northwest of Phase III-A of Governors Grant Subdivision, being shown as 23.170 acres on a Boundary Plat of Governors Grant Phase III-B prepared for Governors Grant Development Group by Manis Design Management, Inc., dated September 16, 1994, to be recorded, and having such metes, bounds, courses and distances as shown on said plat.

TMS# 3300-04-006 (portion of)





BK 3348 PG 5

EXHIBIT "A"

(TO Seventh Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being east of Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and South of Phase III-A and Phase III-B of Governors Grant Subdivision, being shown as a total of 39.594 acres (17.241 acres designated as Phase III-C and 22.353 acres designated as Phase III-D) on a Boundary plat of Governors Grant Phases III-C and III-D prepared for Governors Grant Development Group by Manis Design Management, Inc., dated May 3, 1995, to be recorded, and having such metes, bounds, courses and distances as shown on said plat.

TMS# 3300-04-006 (portion of)





1. The Lot Owners accept the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant. Further, by acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot Owner shall not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities. The Lot Owners/co-permittees by acceptance of the deed to a Lot agree to indemnify and hold harmless the Declarant from any fines or penalties assessed by DHEC or any damages or costs Declarant incurs, including but not limited to, attorney's fees and engineering costs, as a result of the Lot Owner's failure to comply with the SWPPP or any permits issued by DHEC related to the storm water run off.

IN WITNESS WHEREOF, the Declarant hereto has by its duly authorized officers set its hand and seal this 20th, day of November, 1996.

GOVERNORS GRANT DEVELOPMENT  
GROUP  
(a South Carolina general partnership)

By: Drake Development & Realty Co.  
the Managing General Partner

By: \_\_\_\_\_  
W Russell Drake Its: President

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Declarant by its authorized officer sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness witnessed the execution thereof.

Sworn to before me this 20th  
day of November, 1996.

\_\_\_\_\_(L.S.)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

(To Eighth Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being east of Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and Northwest of Phase III-B of Governors Grant Subdivision, being shown as 1.2.551 acres net (13.753 ac gross - 1.202 ac in cemeteries) on a Boundary Plat of. Governors Grant Phases I-D prepared for Governors Grant Development Group by Manis Design Management, Inc., dated October 1, 1996, to be recorded, and having such metes, bounds, courses and distances as shown on said plat.

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TMS# 3300-04-006 (portion of) .

DERIVATION: RECORD BK 3955 PAGE 150

STATE OF SOUTH )  
 )  
COUNTY OF LEXINGTON ) NINTH AMENDMENT TO THE AMENDED  
AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF GOVERNORS GRANT  
RECORDED IN BOOK 1628. AT PAGE 290  
ON MARCH 14,1991

This Ninth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant LLC, a South Carolina Limited Liability company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the Owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a Boundary Plat for Governors Grant Development Group of Governors Grant Phase V -A prepared by Manis Design Management, Inc., dated December 16, 1997, and recorded in the Office of the RMC for Lexington County in Plat Book at Page; and

WHEREAS, the Declarant desires to subject such property to the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628. at page 290; and

WHEREAS, the Declarant desires to further restrict Phase V -A so as to require that the purchasers of lots will be co-permittees under and bound by the Storm Water pollution Prevention Plan for Governors Grant.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1928. at page 290 said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant being recorded in Record Book 1786 at Page 094 and re-recorded in Record Book 1929 at Page 176 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. The Lot Owners accept the terms and conditions- of the Storm Water pollution Prevention plan (SWPPP) as required by the general National pollutant Discharge Elimination



EXHIBIT "A"

(To Ninth Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being east of Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina, and Northwest of Phase I-C of Governors Grant Subdivision, being shown as a total of 27.098 acres on a Boundary Plat of Governors Grant Phase V -A prepared by Manis Design Management, Inc., dated December 16, 1997 to be recorded, and having such metes, bounds, courses and distances as shown on said plat.

TMS# 3300-04-006 (portion of)



deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot owner shall not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities.

IN WITNESS WHEREOF, the Declarant hereto has by its duly authorized officers set its hand and seal this 29<sup>th</sup> day of October, 1998.

GOVERNORS GRANT LLC

By: \_\_\_\_\_  
w. RUSSELL DRAKE

COUNTY OF LEXINGTON                    )  
  )  
STATE OF SOUTH CAROLINA            )

PERSONALLY appeared before me the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named Declarant sign, seal and as declarants act and deed deliver the within written Declaration, and that (s)he with the other witness subscribing above witnessed the execution thereof

SWORN to before me this 30th  
Day of October, 1998.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



0052389

BK: 4931 Pg: 0003

EXHIBIT "A"

(To Tenth Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land together with any improvements thereon, situate, lying and being east of Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington in the County of Lexington, State of South Carolina and Northwest of Phase I-C of Governors Grant Subdivision being shown as a total of 21.951 acres on a Boundary Plat of Governors Grant Phase V-B prepared by Manis Design Management, Inc. dated October 19, 1998, recorded herewith, and having such metes, bounds, courses and distances as shown on said plat.

TMS# 3300-04-006 (portion of)

STATE OF SOUTH CAROLINA     )  
    )  
 COUNTY OF LEXINGTON         )     ELEVENTH AMENDMENT TO THE  
    )     AMENDED AND RESTATED DECLARATION  
    )     OF COVENANTS, CONDITIONS AND  
    )     RESTRICTIONS OF GOVERNORS GRANT  
    )     RECORDED IN BOOK 1628 AT PAGE 290  
    )     ON MARCH 14,1991

This Tenth Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant is made on the date hereinafter set forth by Governors Grant LLC, a South Carolina Limited Liability Company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property near the City of Lexington, County of Lexington, State of South Carolina, as shown on a Boundary Plat for Governors Grant Development Group of Governors Grant Phase V-C prepared by Manis Design Management, Inc., dated April 25, 2001, and recorded in the Office of the RMC for Lexington County in Rec. Book 6340 at Page 149; and Also see slide 613 pg. 5.

WHEREAS, the Declarant desires to subject such property to the easements, restrictions, covenants, and conditions which are set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Book 1628 at page 290; and

WHEREAS, the Declarant desires to further restrict Phase V -B so as to require that the Purchasers of lots will be co-permittees under and bound by the Storm Water Pollution Prevention Plan for Governors Grant.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Exhibit A and referred to above are hereby added to the Governors Grant Subdivision and shall be held, sold, conveyed, subject to the easements, restrictions, covenants, and conditions set out in said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant recorded in said RMC Office in Record Book 1628 at page 290 said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant being recorded in Record Book 1786 at Page 094 and re-recorded in Record Book 1929 at Page 176 and the additional restriction set out herein all of which shall run with the real property and be binding upon all of the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure solely to the benefit of the Declarant.

Declarant hereby imposes an additional covenant and restriction, in addition to those set out in Article VIII of said Amended and Restated Declaration of Covenants, Conditions and Restrictions of Governors Grant as follows:

1. The Lot Owners accept the terms and conditions of the Storm Water Pollution

Prevention Plan (SWPPP) as required by the general National pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Declarant. Further, by acceptance of the deed to the lot, the Lot Owner understands that he/she/they are becoming a co-permittee with the Declarant and other contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, the Lot Owner understands that he/she/they, as the case may be, are legally accountable to the SC Department Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. The Lot Owner also understands that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. The Lot Owner shall not make any changes to the SWPPP without the prior written approval of the appropriate regulatory authorities.

IN WITNESS WHEREOF, the Declarant hereto has by its duly authorized officers set its hand and seal this 30 day of April, 2001.

GOVERNORS GRANT LLC

By: \_\_\_\_\_  
W. Russell Drake It's Manager

COUNTY OF RICHLAND            )  
  )  
STATE OF SOUTH CAROLINA    )

PERSONALLY appeared before me the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named Declarant sign, seal and as Declarant's act and - deed deliver the within written Declaration, and that (s)he with the other witness subscribing above witnessed the execution thereof.

SWORN to before me this  
30<sup>th</sup> day of April, 2001

\_\_\_\_\_

\_\_\_\_\_  
Notary Public for South Carolina

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

EXHIBIT "A"

(To Tenth Amendment to Amended and Restated Declaration)

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being east of Old Chapin Road (S.C. Road S 32-53), near the Town of Lexington the County of Lexington, State of South Carolina, and Northwest of Phase I-C of Governors Grant Subdivision, being shown as a total of 25.187 acres on a Boundary Plat of Governors Grant Phase V-C prepared by Manis Design Management, Inc., dated April 25, 2001, recorded herewith in Plat Book at Page -, and having such metes, bounds, courses and distances as shown on said plat.

TMS# 3300-04-006 (portion of)