

2022034034

AMENDED COVENANTS

RECORDING FEES \$25.00

PRESENTED & RECORDED:

12-21-2022 03:40 PM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: QUINLAN BATES DEPUTY

BK: RB 5065

PG: 1023 - 1025

STATE OF SOUTH CAROLINA )	SECOND AMENDMENT TO
)	DECLARATION OF COVENANTS,
COUNTY OF AIKEN )	CONDITIONS AND RESTRICTIONS
	FOR ANDERSON FARMS

**WHEREAS**, on September 1, 2020, the Declaration of Covenants, Conditions and Restrictions for Anderson Farms (the "Declaration") was adopted by Anderson Preserve, LLC (the "Declarant") and recorded on November 2, 2020 in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Record Book 4883, Page 1264, et seq., as amended by that First Amendment recorded in Record Book 4968, Page 2153; and

**WHEREAS**, as permitted by Sections 1.4 and 13.1.5 of the Declaration, the Declarant is authorized to develop and incorporate future phases into Anderson Farms (the "Development") by amendment of the Declaration and with each such amendment, the property described therein shall become a part of the Property as defined in the Declaration; and

**NOW, THEREFORE**, the Declarant by its authorized attorney-in-fact does hereby state and provide as follows:

1. That pursuant to the authority set forth in Sections 1.4 and 13.1.5 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Amendment, be brought within the plan and operation of the Declaration. The operation and effect of the covenants and restrictions of the Declaration shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase 2-A of Anderson Farms.
2. This Amendment is a self-executing amendment and addition to the Declaration pursuant to the authority Sections 1.4 and 13.1.5 of the Declaration and shall become effective upon the recordation of the same.
3. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Anderson Farms. is executed this 31<sup>st</sup> day of October, 2022.

WITNESS:

ANDERSON PRESERVE, LLC

W.D.

Wesley D. Elgin

M.E.

Michelle Gray

By: Diana M. Peters (LS)  
Diana M. Peters, Attorney-in-Fact  
(Record Book 4887, Page 1259)

STATE OF South Carolina )

COUNTY OF Aiken )

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Diana M. Peters personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Anderson Preserve, LLC.

Witness my hand and official seal this the 31<sup>st</sup> day of October, 2022.

M.

Notary Public for the State of South Carolina  
My Commission Expires:

[NOTARY SEAL]

My Commission Expires July 23<sup>rd</sup>, 2023

## EXHIBIT A

ALL those lots, tracts or parcels of land situate, lying and being in Aiken County, South Carolina, containing 97.80 acres, more or less, subdivided into twenty-one (21) residential lots, numbered 26, 27 and 38 through 56, inclusive, and also includes related common areas all as are shown and designated on that certain Record Plat of Anderson Farms Section 2 - Phase A prepared Cranston Engineering dated October 5, 2022 and recorded December 21, 2022 in Plat Book 04, Pages 014 and —, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

2022030340

AMENDED COVENANTS

RECORDING FEES \$25.00

PRESENTED & RECORDED:

11-03-2022 11:45 AM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: QUINLAN BATES DEPUTY

BK: RB 5057

PG: 158 - 160

STATE OF SOUTH CAROLINA	)	AMENDED AND CORRECTED**
	)	FIRST AMENDMENT TO
COUNTY OF AIKEN	)	DECLARATION OF COVENANTS,
	)	CONDITIONS AND RESTRICTIONS
	)	FOR ANDERSON FARMS

\*\*This Amended and Corrected First Amendment to Declaration of Covenants, Conditions and Restrictions for Anderson Farms is being recorded solely to correct the lot designations set forth on Exhibit A.

**WHEREAS**, on September 1, 2020, the Declaration of Covenants, Conditions and Restrictions for Anderson Farms (the "Declaration") was adopted by Anderson Preserve, LLC (the "Declarant") and recorded on November 2, 2020 in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Record Book 4883, Page 1264, et seq.; and

**WHEREAS**, as permitted by Sections 1.4 and 13.1.5 of the Declaration, the Declarant is authorized to develop and incorporate future phases into Anderson Farms (the "Development") by amendment of the Declaration and with each such amendment, the property described therein shall become a part of the Property as defined in the Declaration; and

**NOW, THEREFORE**, the Declarant by its authorized attorney-in-fact does hereby state and provide as follows:

1. That pursuant to the authority set forth in Sections 1.4 and 13.1.5 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Amendment, be brought within the plan and operation of the Declaration. The operation and effect of the covenants and restrictions of the Declaration shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase 1-B of Anderson Farms.
2. This Amendment is a self-executing amendment and addition to the Declaration pursuant to the authority Sections 1.4 and 13.1.5 of the Declaration and shall become effective upon the recordation of the same.

3. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Anderson Farms. is executed this 31<sup>st</sup> day of October, 2022.

WITNESS:

ANDERSON PRESERVE, LLC

WDE  
Wesley D. Elijah  
MJ  
Michelle Gray

By Diana M Peters (LS)  
Diana M. Peters, Attorney-in-Fact  
(Record Book 4887, Page 1259)

STATE OF South Carolina  
COUNTY OF Aiken )

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Diana M. Peters personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Anderson Preserve, LLC.

Witness my hand and official seal this the 31<sup>st</sup> day of October, 2022.

MJ  
Notary Public for the State of South Carolina  
My Commission Expires:

**My Commission Expires July 23<sup>rd</sup>, 2023**

[NOTARY SEAL]

## EXHIBIT A

ALL those lots, tracts or parcels of land situate, lying and being in Aiken County, South Carolina, containing 38.32 acres, more or less, subdivided into eleven (11) residential lots, numbered 15 through 25, inclusive, and also includes related common areas all as are shown and designated on that certain Record Plat of Anderson Farms – Section 1B prepared Cranston Engineering dated August 23, 2020, revised September 27, 2021 and recorded October 11, 2021 in Plat Book 63, Page 465, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

2021030890

AMENDED COVENANTS  
RECORDING FEES \$25.00  
PRESENTED & RECORDED:

10-11-2021 01:15 PM

JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: JULIE STUTTS DEPUTY RMC

BK: RB 4968

PG: 2153 - 2155

STATE OF SOUTH CAROLINA )	FIRST AMENDMENT TO
)	DECLARATION OF COVENANTS,
COUNTY OF AIKEN )	CONDITIONS AND RESTRICTIONS
	FOR ANDERSON FARMS

**WHEREAS**, on September 1, 2020, the Declaration of Covenants, Conditions and Restrictions for Anderson Farms (the "Declaration") was adopted by Anderson Preserve, LLC (the "Declarant") and recorded on November 2, 2020 in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Record Book 4883, Page 1264, et seq.; and

**WHEREAS**, as permitted by Sections 1.4 and 13.1.5 of the Declaration, the Declarant is authorized to develop and incorporate future phases into Anderson Farms (the "Development") by amendment of the Declaration and with each such amendment, the property described therein shall become a part of the Property as defined in the Declaration; and

**NOW, THEREFORE**, the Declarant by its authorized attorney-in-fact does hereby state and provide as follows:

1. That pursuant to the authority set forth in Sections 1.4 and 13.1.5 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Amendment, be brought within the plan and operation of the Declaration. The operation and effect of the covenants and restrictions of the Declaration shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase 1-B of Anderson Farms.
2. This Amendment is a self-executing amendment and addition to the Declaration pursuant to the authority Sections 1.4 and 13.1.5 of the Declaration and shall become effective upon the recordation of the same.
3. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Anderson Farms. is executed this 30<sup>th</sup> day of August, 2021.

WITNESS:

ANDERSON PRESERVE, LLC

Tosha Alexander

By: Diana M. Peters (ES)  
Diana M. Peters, Attorney-in-Fact  
(Record Book 4887, Page 1259)

Michelle Gray

STATE OF South Carolina

COUNTY OF Aiken }

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Diana M. Peters personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Anderson Preserve, LLC.

Witness my hand and official seal this the 30 day of August, 2021.

Notary Public for the State of SC

My Commission Expires:

Michelle Gray

My Commission Expires July 23<sup>rd</sup>, 2023

[NOTARY SEAL]



## EXHIBIT A

ALL those lots, tracts or parcels of land situate, lying and being in Aiken County, South Carolina, containing 48.76 acres, more or less, subdivided into twelve (12) residential lots, numbered 15 through 26, inclusive, and also includes related common areas all as are shown and designated on that certain Record Plat of Anderson Farms – Section 1B prepared Cranston Engineering dated March 1, 2021, last revised August 2, 2021 and recorded October 11, 2021 in Plat Book 63, page 465, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

2020027551

RESTRICTIVE COVENANTS

RECORDING FEES \$25.00

PRESENTED & RECORDED

11-02-2020 03:23 PM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: QUINLAN BATES DEPUTY

BK: RB 4883

PG: 1264 - 1291

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANDERSON FARMS

This Declaration of Covenants, Conditions and Restrictions for Anderson Farms (this "Declaration") is made this 1<sup>st</sup> day of September, 2020 by Anderson Preserve, LLC, a South Carolina limited liability company.

### Article I STATEMENTS OF PURPOSE AND DECLARATION

1.1. Owner. Declarant is the owner of the property located in the County of Aiken, State of South Carolina, described on the attached Exhibit A (the "Property"). Declarant hereby makes the following declarations.

1.2. Purpose. The purpose of this Declaration is to create a planned residential community (the "Project") in a rural, natural environment consistent with historic southern farms and in an environmentally sound manner that will be known as "Anderson Farms".

1.3. Intention of Declarant. Declarant intends to protect the value and desirability of the Project, further a plan for the improvement of the Project, create a harmonious and attractive development, and promote and safeguard the health, comfort, safety, convenience and welfare of the owners of Lots in the Project.

1.4. Development and Use. The Project will be developed in phases, the first phase is described as the Property on Exhibit A and consists of a maximum of fourteen (14) Lots, subject to the Declarant's rights pursuant to Section 3.2. Future phases will be developed and incorporated into Project and these Covenants, as hereinafter defined, by amendment hereto and, with each such amendment, the property described therein shall become a part of the Property and Project with the same benefits and subject to the same conditions as the Property described in Exhibit A attached hereto.

1.5. Imposition of Covenants. To accomplish the purposes indicated above, Declarant hereby declares that from the date of recording this Declaration forward, the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements (collectively, these "Covenants"). These Covenants shall run with the land and be binding upon all persons having any right, title or interest in all or any part of the Property (including Declarant) and their heirs, successors and assigns, and their tenants, employees, guests and invitees. These Covenants will inure to the benefit of each Owner of the Property. All Owners (including Declarant) are subject to all rights and duties assigned to Owners under these Covenants. During the period that Declarant is the Owner of a Lot, Declarant also enjoys the same rights and assumes the same obligations as they relate to each Lot owned by Declarant.

## Article II DEFINITIONS

The following terms, as used in this Declaration, are defined as follows:

- 2.1. "Anderson Farms Member" means those Members that live in Anderson Farms.
- 2.2. "Anderson Neighborhood" means the master planned unit development of which Anderson Farms is a portion.
- 2.3. "Annual Assessment" means the Assessment levied pursuant to Section 7.4.
- 2.4. "Architectural Review Board" ("ARB") shall mean and refer to the Developer's representative, or such other individual(s) as Developer may appoint, or such entity to which the ARB may assign its duties set forth in Article XV below. At such time as all the Lots in the Project, including any lots subsequently developed in an affiliated community, have been developed, the Developer shall notify the Board and all the Owners of Lots in the Project that Developer is transferring its rights under Article XV to the Board at which time the Developer's rights and obligations as the ARB shall forthwith terminate. Notice to the Board and all the Owners by Developer under this provision shall be in writing. After receipt of said notice from the Developer, the board shall have the right, power and authority to elect a successor ARB which shall consist of not less than two (2) Owners of Lots. The rules and regulations pursuant to which such ARB shall act shall be prescribed by the Board in the Building Guidelines. Notwithstanding the foregoing, the Developer may, in its sole discretion, relinquish control over the ARB at any time prior to completion and sale of all Lots in the Project by so notifying the Board and the Owners of Lots in the Project as set forth hereinabove.
- 2.5. "Articles" or "Articles of Incorporation" means the articles of incorporation for the Association, which have been filed with the South Carolina Secretary of State to create Anderson Neighborhood Association, Inc., as such articles may be amended or restated from time to time.
- 2.6. "Assessments" means the Annual, Special, Default and Initiation Fees levied pursuant to Article VII below.
- 2.7. "Association" means Anderson Neighborhood Association, Inc., a South Carolina nonprofit membership corporation, and any successor of that entity by whatever name, charged with the duties and obligations of administering the Project.
- 2.8. "Board of Directors" or "Board" means the Board of Directors of the Association, which is the executive board designated in this Declaration to act on behalf of the Association.
- 2.9. "Building Guidelines" shall mean and refer to the written document entitled "Anderson Farms Building Guidelines" which shall set forth the architectural standards governing the construction and modification of all Buildings within the Project and which shall set forth the procedures, rules and regulations for all construction, landscaping and other improvements on Lots within the Project. The Building Guidelines shall be promulgated by the Board and may be amended in such a manner as determined by the Board, in its sole discretion.
- 2.10. "Buildings" mean the buildings (including all fixtures and improvements contained within them) located on the Property.
- 2.11. "Bylaws" means the Bylaws of the Association, which establish the methods and procedures of its operation, as such bylaws may be amended or restated from time to time.
- 2.12. "Common Elements" means all of the Project, except the Lots unless otherwise set forth below, but including, without limiting the generality of the foregoing, the following components:

2.12.1. The Property, excluding improvements on the Property unless specifically described in this Section 2.12; and

2.12.2. The stream, barn, workout area, chicken coop, garden, orchard, walkways, paths, grass, shrubbery, trees, driveways, roadways, landscaping, parking areas and related facilities upon the Property, whether owned directly or available for use by easement; and

2.12.3. In general, all other parts of Anderson Neighborhood designated by the Declarant as Common Elements and existing for the use of one or more of the Owners.

The Common Elements shall be owned by the Association, and each Owner of a Lot shall have a nonexclusive easement for the use of the Common Elements as provided below. Notwithstanding the foregoing, certain portions of the trails may be located within easements reserved on Lot(s) conveyed to Owner(s). In such event, the Association shall have a nonexclusive easement to access, maintain, improve or otherwise manage and control the trails, and Owner(s) shall have a nonexclusive easement for the use of any such Common Element located within an easement on a Lot. Any such easements located on Lot(s) shall be shown on the Map (as defined below).

2.13. "Common Expenses" means and includes the following: (i) expenses of administration, insurance, operation and management, repair, or replacement of the Common Elements, except to the extent such repairs and replacements are the responsibilities of an Owner as delineated in Section 8.1 below; (ii) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws of the Association; (iii) sums lawfully assessed against the Lots by the Board of Directors; (iv) expenses agreed upon as Common Expenses by the Members of the Association; and (v) expenses provided to be paid pursuant to any Management Agreement.

2.14. "Declarant" means Anderson Preserve, LLC, a South Carolina limited liability company, or its successors or assigns, including any Successor Declarant to the extent the rights of Declarant are assigned to the Successor Declarant as provided in this Declaration below.

2.15. "Default Assessment" means any Assessment levied by the Association pursuant to Section 7.7 below.

2.16. "Default Rate" means an annual rate of interest that is the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate permitted by applicable law.

2.17. "Development Rights" is defined in Section 13.1.2.

2.18. "Director" means a member of the Board.

2.19. "Individual Lot" or "Lot" means any parcel of land designated for separate ownership and occupancy depicted on the Map. Unless the context indicates otherwise, the term Individual Lot or Lot includes all improvements on the Lot.

2.20. "Management Agreement" means any contract or arrangement entered into for purposes of discharging certain of the responsibilities of the Board of Directors relative to the operation, maintenance and management of the Project.

2.21. "Manager" means any such person or entity engaged by the Board to perform certain duties, powers or functions of the Board pursuant to this Declaration or the Bylaws.

2.22. "Map" means the recorded plat of Anderson Farms prepared by Southern Partners, Inc. dated June 11, 2020, revised August 20, 2020, and recorded in Book PL 62, Page 486 in the Office of the Register of Deeds of Aiken County, South Carolina and any additions, amendments, or supplements thereto or replacements thereof recorded by Declarant in said records.

2.23. "Marketing Fee" shall mean payments by Participating Builders to Woodside Development Limited Partnership for compensation of sales and marketing costs, including listing and selling commissions, to ensure the successful marketing and sale of Lots within the Project, in an amount equal to five percent (5%) of the construction contract amount (not including reasonable change) as a fee for Declarant's agreement with the Participating Builder to provide marketing, support and administrative services to the Participating Builder, including but not limited to the following: advertising and marketing homes in a professional and diligent manner; preparation of collateral material such as brochures, maps, renderings; advertising in publications, newspapers, digital or social media or other sources and by direct mail; providing promotional events; training and furnishing personnel, including licensed broker(s) and agents, to meet with prospective home purchasers; providing Design Center and staffing; maintaining database of home plans; providing personnel for home plan interviews initial review of plans; providing office space for meeting with home purchasers including phones, office supplies, internet access, postage, office equipment, receptionist, secretarial support, refreshments, conference rooms, etc.; providing administrative assistance with respect to contracts with home purchasers; building, furnishing, staffing and maintaining model homes that will provide examples of different floor plans, flooring, ceiling, molding, room orientation, appliance, window/door, hardware, bathroom and kitchen layouts and various options.

2.24. "Member" means any person holding a membership interest in the Association.

2.25. "Mortgage" means any mortgage, deed of trust or other document which is recorded in the office of the Register of Deeds of Aiken County, South Carolina and which encumbers any portion of the Property or interest therein as security for payment of a debt or obligation.

2.26. "Mortgagee" means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

2.27. "Owner" means the owner of record (including Declarant), whether one or more persons, of fee simple title to any Lot, but does not mean or refer to any person who holds such interest merely as security for the performance of a debt or other obligation, including a Mortgage, unless and until such person has acquired fee simple title pursuant to the foreclosure or other proceedings.

2.28. "Participating Builder(s)" means Carolina Signature Homes, Carolina Signature Homes by Steve Kisner or Anderson Farms Homes, LLC or such other homebuilder(s) whom Declarant approves and enters into an agreement to construct homes and barns for Owners of Lots within the Project.

2.29. "Period of Declarant Control" means the period during which Declarant (or any Successor Declarant) may appoint and remove the Directors and officers of the Association as permitted herein. The Period of Declarant Control will begin on the date this Declaration is filed of record with the office of the Register of Deeds of Aiken County, South Carolina and shall terminate on the later of the following: (i) 60 days after conveyance of 100% of the Lots to Owners other than Declarant (or any Successor Declarant); or (ii) the date on which Declarant (or any Successor Declarant) voluntarily terminates the Period of Declarant Control by recording a notice to that effect in the office of the Register of Deeds of Aiken County, South Carolina, whichever of the foregoing dates or events occurs first. After the termination of the Period of Declarant Control, Declarant, if still an Owner, will have all rights and duties ordinarily given to Members under this Declaration.

2.30. "Person" means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or combination thereof.

2.31. "Project" means the planned residential development established by this Declaration known as "Anderson Farms".

2.32. "Project Documents" means the basic documents creating and governing the Project, including, but not limited to, this Declaration, the Articles, the Bylaws, and any procedures, rules, regulations or policies adopted under such documents by the Association or the Board of Directors and its authorized committees, and the Map.

2.33. "Property" means the real property described on Exhibit A and any additional real property incorporated into the Project by means of an amendment to this Declaration and subjected to this Declaration.

2.34. "Special Assessment" means an Assessment levied pursuant to Section 7.6 below on an irregular basis.

2.35. "Special Declarant Rights" are defined as set forth in Section 13.1 below.

2.36. "Special Declarant Rights Period" means the period beginning on the date this Declaration is first recorded in the office of the Register of Deeds of Aiken County, South Carolina and ending the date on which Declarant shall have conveyed to parties (other than a Successor Declarant) all Lots originally owned by Declarant in the Project.

2.37. "Successor Declarant" means any party or entity to whom Declarant assigns all of its rights, obligations, or interest as Declarant, as permitted by Section 18.6 and evidenced by an assignment or deed of record in the office of the Register of Deeds of Aiken County, South Carolina, designating such party as a Successor Declarant, signed by the transferor and the transferee. Upon such recording, Declarant's rights and obligations under the Declaration shall cease and terminate to the extent provided in such document.

### **Article III THE PROJECT**

3.1. Establishment of the Project. By this Declaration, the Project is established as a planned residential development initially consisting of fourteen (14) Lots. The Project shall be a part of the master community known as Anderson Neighborhood.

3.2. Division Into Lots. The Property is hereby initially divided into fourteen (14) Lots, each consisting of a fee simple interest in the land and any improvements located thereon, together with a perpetual non-exclusive easement over the Common Elements. No Lot shall be subdivided, or its boundary lines changed, nor shall application be made to the County of Aiken, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves unto itself and its successors and assigns, the right to re-plat and change the boundary lines or further subdivide any Lot or Lots owned by it in order to create a modified building lot or lots and to make such re-platted Lot suitable or fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, and other amenities to conform to the new boundaries of the said re-platted Lots. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot with only the exterior boundary lines of the resulting larger Lot being considered in the interpretation of this Declaration.

3.3. Delineation of Lot Boundaries. The boundaries of each Lot shall be delineated and designated on Maps to be recorded with the Register of Deeds of Aiken County, South Carolina.

3.4. Inseparability of Lot. No part of a Lot or of the legal rights comprising the ownership of a Lot may be partitioned or separated from any other part thereof during the period of ownership prescribed in this Declaration. Each Lot shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete disposition of a Lot and any part thereof shall be presumed to be a disposition of the entire Lot, together with all appurtenant rights and interests created by law or this Declaration, including the Owner's membership in the Association. No Lot shall be used for vehicular ingress and egress to an adjacent property unless specifically approved by the Declarant.

3.5. Nonpartitionability of Common Elements; Dedication; and Annexation. Subject to the provisions of this Article and Article IV, the Common Elements shall be owned by the Association and shall remain physically undivided, and no Owner shall bring any action for partition or division of the Common Elements.

Notwithstanding the foregoing, the Association shall have the right, in its sole discretion, to dedicate, sell or otherwise transfer all or any part of the Common Elements owned by the Association to any public, governmental, or quasi-governmental agency, authority or utility for such purposes or encumber the Common

Elements owned by the Association with a conservation easement, farmland easement or similar easement or encumbrance. However, after the expiration of the Special Declarant Rights Period, such dedication or transfer shall not be effective unless an instrument has been signed by Members holding an aggregate interest equal to at least 75% of all votes of the Association. Notwithstanding the preceding sentence, the granting of easements for public utilities, for access by pedestrians, for other uses related to the Project, or for other public purposes not inconsistent with the intended use of the Common Elements shall not be deemed a transfer requiring such consent of the Members. In addition, dedication of the main roadway servicing the Project and/or spurs and cul-de-sacs to the Association or to a public, government or quasi-governmental agency for public purposes not inconsistent with the intended use of the Common Elements shall not be deemed a transfer requiring such consent of the Members.

#### **Article IV OWNERS' PROPERTY RIGHTS IN COMMON ELEMENTS**

4.1. Common Elements. Every Owner and the family members, guests, tenants and licensees of each Owner shall have a perpetual non-exclusive right and easement of access over, across and upon the Common Elements, which right and easement shall be appurtenant to and pass with the transfer of title to such Lot; provided, however, that such right and easement shall be subject to the following:

4.1.1. The covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration;

4.1.2. The covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in any documents governing Anderson Neighborhood, including any rules and regulations adopted by the Association;

4.1.3 The right of the Association to adopt, from time to time, any and all rules and regulations concerning vehicular traffic and travel upon, in, under and across the Project; and

4.1.4. The right of the Association to adopt, from time to time, any and all rules and regulations concerning the Common Elements as the Association may determine are necessary or prudent.

Notwithstanding the foregoing, the Declarant and Association shall have the right at any time or from time to time to utilize Common Elements or easements intended for the common use of Owners to create emergency ingress and egress to and from any part of the Project.

#### **Article V ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

5.1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. No Owner, whether one or more persons, will have more than one membership per Lot owned, but all of the persons owning each Lot shall be entitled to rights of membership and use and enjoyment appurtenant to such ownership.

5.2. Transfer of Membership. An Owner shall not transfer, pledge, or alienate the associated membership in the Association in any way, except upon sale or encumbrance of the Owner's Lot and then only to the purchaser of the Lot.

5.3. Classes of Membership. Initially, the Association shall have two (2) classes of voting membership: Class A Members and Class B Members. The Bylaws may set forth additional classifications of membership from time to time. Class A Members shall be all those Owners (including the Declarant) of Lots and shall be entitled to voting privileges in the amount of one (1) vote for each Lot owned by it in the Project or any additional real estate made subject to this Declaration. Class B Members shall be the Declarant until it elects to be classed only as to its Lots providing Class A Memberships. The Class B Member shall be entitled to one (1) vote, plus one (1) vote for each vote held by Class A Members. However, after January 1, 2040, or sooner if the Class B Member so relinquishes its voting rights in a recorded Declaration, the Class B Member shall exercise votes only as to its Class A Memberships.

5.4. Voting Rights. Each Member shall be entitled to vote in Association matters pursuant to this Declaration as set forth herein. Each Lot owned by a Class A Member shall be entitled to one vote. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by one person or alternative persons as the Owners among themselves determine. If more than one of the multiple Owners are present at a meeting in person or by proxy, the vote allocated to their Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is a majority agreement if any one of the multiple Owners casts the vote allocated to his Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. Any Owner of a Lot that is leased may assign his voting rights to the tenant, provided that a copy of the instrument of assignment is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right.

5.5. Appointment of Officers and Directors by Declarant. Until the expiration of the Period of Declarant Control, Declarant will retain exclusive powers to appoint and remove all Directors and officers of the Association. Upon the expiration of the Period of Declarant Control, the right to appoint and remove the Anderson Farms Director(s), as hereinafter defined, shall pass to the Members in accordance with the terms of the Bylaws.

It is anticipated that the Association will govern communities in addition to Anderson Farms. Declarant agrees that not later than expiration of the Period of Declarant Control, Declarant shall designate at least one Director's position to be filled exclusively by an Anderson Farms Member (the "Anderson Farms Director[s]").

Notwithstanding the foregoing, the Declarant may voluntarily surrender the right to appoint and remove Directors and officers of the Association before the end of the Period of Declarant Control, including the Anderson Farms Director(s), by providing a notice to that effect to the Association and otherwise complying with the procedures for termination of this Special Declarant Right, as set forth in the Bylaws. However, upon voluntarily terminating this Special Declarant Right in advance of the expiration of the Period of Declarant Control, Declarant may require throughout the balance of the Period of Declarant Control (had it not been voluntarily terminated) that specified actions of the Board, as described in an instrument executed and recorded by the Declarant in the office of the Register of Deeds of Aiken County, South Carolina be approved by Declarant before those actions become effective. After the Period of Declarant Control, the Directors and the officers of the Association will be elected as provided in the Bylaws.

5.6. Notice of Membership. Any Person, on becoming a Member, will furnish the Secretary of the Association with a photocopy or certified copy of the recorded instrument or such other evidence vesting the person with the interest required to make him a Member as may be specified by the Board under the Bylaws or the under Association rules. At the same time, the Member will provide the Association with the single name and address to which the Association will send any notices given pursuant to the Project Documents. In the event of any change in the information contained in the original written notice, including any change of ownership or address, the Member will give a new written notice to the Association containing all of the information required to be covered in the original notice. The Association will keep and preserve the most recent written notice received by the Association with respect to each Member.

If the address of the Lot is the registered address of the Owner, then any notice shall be deemed duly given if delivered to any person occupying such Lot or sent to the Lot by other means specified for a particular notice in the Project Documents. All notices and demands intended to be served upon the Board shall be sent to the address of the Association or such other address as the Board may designate from time to time by a notice delivered to all Owners in accordance with this Section.

Unless applicable provisions of this Declaration or applicable law expressly require otherwise, all notices given under this Declaration shall be sent by personal delivery, which shall be effective upon receipt; by overnight courier service, which shall be effective one business day following timely deposit with a courier service, or regular, registered, or certified mail, postage prepaid, which shall be effective three days after deposit in the U.S. mail.

## Article VI POWERS AND DUTIES OF THE ASSOCIATION



6.1. Association Management Duties. Subject to the rights and obligations of Declarant and other Owners as set forth in this Declaration, the Association shall be responsible for the administration and operation of the Project and for the exclusive management, control, maintenance, repair, replacement and improvement of the Common Elements (including facilities, furnishing and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The expenses, costs and fees of such management, operation, maintenance and repair by the Association shall be part of the Assessments, and prior approval of the Owners shall not be required in order for the Association to pay any such expenses, costs and fees. The Board will execute for the Association all powers, duties and authority vested in or obligated to be taken by the Association and not reserved to Declarant or the other Members by this Declaration, the other Project Documents, or other applicable law.

6.2. Owner's Negligence. In the event that the need for maintenance, repair, or replacement of all or any portion of the Project which is the obligation of the Association is caused through or by the negligent or willful act or omission of an Owner, or by any member of an Owner's family, or by an Owner's guests, invitees, licensees or tenants, then the expenses incurred by the Association for such maintenance, repair or replacement shall be a perpetual obligation of such Owner. If the Owner fails to repay the expenses incurred by the Association within thirty days after notice to the Owner of the amount owed, then the failure to so repay shall be a default by the Owner under the provisions of this Section and such expenses shall automatically become a Default Assessment enforceable in accordance with Article VII below.

6.3. Rules and Regulations.

6.3.1. Board's Power. From time to time and subject to the provisions of the Project Documents, the Board may adopt, amend and repeal rules and regulations governing, among other things and without limitation, the use of the Common Elements. A copy of the rules in effect will be available to each Member and any change in the rules will also be made available within a reasonable time following the effective date of the change.

6.3.2. Enforcement. The Board will provide for enforcement of the Association rules as set forth in the Bylaws.

6.4. Delegation by Association Board.

6.4.1. Delegation to Manager. The Association, acting through the Board, may employ or contract for the services of a Manager to act for the Association and the Board and the officers according to the powers and duties delegated to the Manager pursuant to the Bylaws or resolution of the Board. Neither the Board nor any officer of the Association will be liable for any omission or improper exercise by a Manager of any such duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

6.4.2. Committees. The Association, acting through the Board, may delegate any of its rights, duties, or responsibilities to any committee or other entity that the Board may choose to form.

6.4.3. Limitation. Any delegation by the Board under this Article VI is subject to compliance with the Bylaws and the requirement that the Board, when so delegating, will not be relieved of its responsibilities under the Project Documents.

6.5. Acquiring and Disposing of Personal Property. The Association may acquire, own and hold for the use and benefit of all Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise. Each Owner may use such personal property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners.

6.6. Cooperation with Others. The Association may contract or cooperate with the City and County of Aiken, or with other homeowners' associations or owners of nearby property as convenient and necessary to provide services and privileges for the benefit of the Owners and their family members, guests, tenants and invitees. The costs associated with such efforts by the Association shall be a Common Expense.

6.7. Books and Records. The Association will make available for inspection, by Owners and Mortgagees, upon request, during normal business hours or under other reasonable circumstances, current copies of the Project Documents, and the books, records and financial statements of the Association prepared pursuant to the Bylaws, as well as any management agreement.

6.8. Reserve Account. The Association will establish and maintain an adequate reserve fund from Annual Assessments levied pursuant to Section 7.4 below for maintenance, repair, or replacement of the Common Elements that must be replaced on a periodic basis and for any other facilities made available to the Association that must be replaced on a periodic basis with contribution from the Association.

6.9. Working Capital Account. The Association will administer a working capital account funded as provided in Section 7.5.

6.10. Implied Rights and Obligations. The Association will perform all of the duties and obligations imposed on it expressly by the Project Documents, together with every other duty or obligation reasonably to be implied from the express provisions of the Project Documents or reasonably necessary to satisfy any such duty or obligation. The Association may exercise any other right or privilege (i) given to it expressly by the Project Documents; (ii) reasonably to be implied from the existence of another right or privilege given expressly by the Project Documents; or (iii) reasonably necessary to effectuate any such right or privilege.

## Article VII ASSESSMENTS

7.1. Creation of Lien and Personal Obligation for Assessments. Declarant, by creating the Lots pursuant to this Declaration, hereby covenants, and each Owner of any Lot, by accepting a deed for a Lot, whether or not it shall be so expressed in such deed or other instrument of transfer, is deemed to covenant to pay to the Association (i) Annual Assessments imposed by the Board of Directors as necessary to meet the Common Expenses of maintenance, operation and management of the Common Elements, to fund the reserve account contemplated under Section 7.2 and to generally carry out the functions of the Association; (ii) Special Assessments for capital improvements and other purposes as stated in this Declaration; and (iii) Default Assessments which may be assessed against a Lot for the Owner's failure to perform an obligation under the Project Documents or because the Association has incurred an expense on behalf of the Owner under the Project Documents.

All Assessments, together with fines, interest, costs, reasonable attorneys' fees and other charges, shall be a charge on the Lot and shall be a continuing lien upon the Lot until each such Assessment is paid.

Each such Assessment, together with fines, interest, costs, reasonable attorneys' fees and other charges, shall also be the personal and individual obligation of the Owner of such Lot as of the time the Assessment falls due, and two or more Owners of a Lot shall be jointly and severally liable for such obligations. No Owner may exempt himself from liability for any Assessments by abandonment or leasing of his Lot or by waiver of the use or enjoyment of the Common Elements. Suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment liens provided in this Declaration.

7.2. Purpose of Assessments. The Assessments shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and occupants of the Project, and for the improvement and maintenance of the Property and of the services and facilities located on the Property. Proper uses of the Assessments shall include, but are not limited to, the following:

7.2.1. Repairing, replacing, renovating and maintaining any of the Common Elements, including any private roadways located within the Project or within Anderson Neighborhood as a whole;

7.2.2. Installing, maintaining and repairing utilities and utility lines upon, across, over and under any part of the Project which are not conveyed to and accepted by utility companies;

7.2.3. Obtaining and maintaining insurance in accordance with the provision of Article XIV below;

7.2.4. Establishing and maintaining reserves for repairs, replacement, maintenance, taxes, capital improvements and other purposes;

7.2.5. Carrying out all other powers, rights and duties of the Association specified in the Project Documents;

7.2.6. Generally, addressing any other expenses necessary to meet the primary purposes of the Association.

7.3 Initiation Fee. Every person who purchases a Lot in the Project shall pay to the Association a non-refundable initiation fee at the current prevailing rate at the time of closing on the Lot. Said initiation fee shall be used by the Association in such manner as the Board sees fit in its sole discretion, including but not limited to payment of Common Expenses or establishing capital reserves. The current initiation fee is \$300.00; provided, however, that the Association acting through the Board of Directors has the right to increase or decrease the initiation fee at any time hereafter.

7.4. Annual Assessments.

7.4.1. Calculation of Annual Assessments. The Board shall prepare a budget before the close of each fiscal year of the Association and submit the budget to the Association. It is anticipated that Anderson Farms will be one of several neighborhoods which collectively comprise Anderson Neighborhood and which are governed by the Board. Each such neighborhood will have its own separate budget prepared by the Board and each separate neighborhood will separately approve the budget for its neighborhood. There may be certain expenses which are shared among all of the neighborhoods in Anderson Neighborhood and, in such event, the Board shall prepare a separate budget for the shared expenses of the Association which shall be subject to the approval of all Members of the Association in accordance with the same voting procedures as are set forth herein for the Anderson Farms budget. The Board shall send a copy of the budget to each Owner at least thirty days prior to the effective date of such budget. The budget for Anderson Farms shall automatically take effect on the date specified by the Board unless Anderson Farms Members entitled to cast at least 75% of the votes in the Association veto such budget at a meeting of the Anderson Farms Members. The Board shall have no duty to call a meeting of the Anderson Farms Members except upon receipt, within ten days after the budget is sent to each Owner, of a petition signed by at least fifty percent (50%) of the Anderson Farms Members. The Board may revise the budget from time to time during the fiscal year to reflect unanticipated expenses or changes in anticipated expenses, as the Board deems appropriate. The Board shall provide a copy of any revised budget to the Anderson Farms Members and the Anderson Farms Members shall have a right to veto any change from the budget previously in effect in the same manner as described above. If a budget is not adopted for any year, then until such time as a budget is adopted, the budget in effect for the immediately preceding year shall continue for the current year. If, in any given year, the amount of the annual assessment increases by an amount in excess of the greater of (i) ten (10%) percent over the previous year's assessment, or (ii) the percentage increase in the numerical index known as "United States Bureau of Labor Statistics, Consumer Price Index, for all Urban Consumers (1982-84=100)" ("CPI"), such increase shall only take effect if approved by an affirmative vote of at least 60% of the Anderson Farms Members.

Annual Assessments for Common Expenses shall be based upon the estimate net requirements of the Association to cover items including, without limitation, the cost of routine maintenance and operation of the Common Elements; repairs and maintenance of any private roadways (if any); expenses of management; premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping and care of grounds; common lighting in the Common Elements; routine renovations within the Common Elements; wages and common water and utility charges; legal and accounting fees; management fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any deficit remaining from a previous Assessment period; and the supplementing of the reserve fund for general and routine maintenance, repairs and replacement of the Common Elements on a periodic basis, as contemplated under Section 7.2.

7.4.2. Apportionment of Annual Assessments. Generally, each Owner shall be responsible for that Owner's share of the Common Expenses, which, except as specifically provided in this Declaration, shall be assessed in equal amounts with respect to each Lot. Any Common Expense or portion thereof benefiting fewer than

all of the Lots shall be assessed exclusively against the Lots benefited. If any Common Expense is caused by the misconduct of any Owner, the Association may assess that expense exclusively against such Owner's Lot.

7.4.3. Collection. Annual Assessments shall be collected in periodic installments as the Board may determine from time to time, but until the Board otherwise directs, they shall be payable in advance on the first day of each calendar year. A late fee in an amount established by the Association shall be charged to any Owner whose annual assessment is paid after forty-five (45) days into each calendar year. The Association shall have the right, but not the obligation, to make pro rata refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year; however specifically excluding therefrom any amounts deposited into the reserve fund of the Association. Any such excess funds not refunded will be applied to the next installment(s) of Annual Assessments due.

7.4.4. Date of Commencement of Annual Assessments. The Annual Assessments shall commence as to all Lots no later than sixty days after the date of the first conveyance by Declarant of a Lot to an Owner. The first Annual Assessment shall be prorated according to the number of months remaining in the calendar year.

7.5. Capitalization of the Association. Declarant will establish a working capital fund in an amount at least equal to three months' installment of the Annual Assessment for each Lot in the Project. Upon the first conveyance of record title to a Lot from Declarant, and upon conveyance of each Lot thereafter, the Owner shall contribute to the working capital and reserves of the Association an amount equal to three months' installments of the Annual Assessment at the rate in effect at the time of the sale. The Association shall maintain the working capital funds in a segregated account to meet unforeseen expenditures or to acquire additional equipment or services for the benefit of the Members. Such payments to this fund shall not be considered advance payments of Annual Assessments and except for refunds to Declarant, shall not be refundable. Declarant may not use any working capital funds to defray any of its expenses, reserve contribution, or construction costs or to make up any budget deficits.

#### 7.6. Special Assessments.

7.6.1. Determination by Board. The Board of Directors may levy in any fiscal year one or more Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair, or replacement of a described capital improvement within the Project or any facilities located in the Project, including the necessary fixtures and personal property related to it, or to make up any shortfall in the current year's budget.

7.6.2. Apportionment and Collection of Special Assessments. The Board will apportion Special Assessments among the Lots and collect payment according to the same guidelines as set forth in the Annual Assessments in Section 7.4.2.

7.6.3. Notice. Notice of the amount and due dates for such Special Assessments must be sent to each Owner at least thirty days prior to the due date.

7.6.4. Member Approval. If any of the Special Assessments levied pursuant to this Section are to be used for the construction of new facilities (as opposed to repair and reconstruction of existing facilities in the Project) which are for the benefit of all Members within Anderson Neighborhood, and if the total amount of the Special Assessments levied for such construction exceeds 25% of the gross annual budget for the Association for that year, then the use of Special Assessments for that construction will require the approval of Owners representing at least 67% of the votes in the Association. If any of the Special Assessments levied pursuant to this Section are to be used for the construction of new facilities (as opposed to repair and reconstruction of existing facilities in the Project) which benefit some, but not all, of the neighborhoods within Anderson Neighborhood, and if the total amount of the Special Assessments levied for such construction exceeds 25% of the gross annual budget for the benefitted neighborhoods for that year, and if only the benefitted Owners shall be liable for payment of the Special Assessments, then the use of Special Assessments for that construction will require the approval of the benefitted Owners representing at least 67% of the votes within their respective neighborhoods. The use of Special

Assessments pursuant to this Section for constructing any Common Elements shall not apply to the construction of Common Elements to be completed by Declarant as part of the initial development of the Project.

7.7. Default Assessments. All monetary fines, penalties, interest, or other charges or fees levied against an Owner pursuant to the Project Documents, or any expense (including, without limitation, attorneys' fees) incurred by the Association as a result of the failure of an Owner to abide by the Project Documents, constitutes a Default Assessment, enforceable as provided in this Declaration below.

7.8. General Remedies of Association for Nonpayment of Assessment. Any installment of an Annual Assessment or a Special Assessment which is not paid within the time period established from time to time by the Board shall be delinquent. If such an Assessment installment becomes delinquent, or if any Default Assessment is levied, the Association, in its sole discretion, may take any or all of the following actions:

7.8.1. Assess a late charge for each delinquency at uniform rates set by the Board from time to time;

7.8.2. Charge interest from the date of delinquency at the Default Rate;

7.8.3. Suspend the voting rights of the Owner during any period of delinquency;

7.8.4. Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;

7.8.5. Bring an action at law against any Owner personally obligated to pay the delinquent Assessment charges;

7.8.6. File a statement of lien with respect to the Lot and foreclose as set forth in more detail below.

The remedies provided under this Declaration shall not be exclusive, and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

7.9. Assessment Liens. Any Assessment chargeable to a Lot (together with any interest, late charges, costs, expenses and reasonable attorneys' fees) shall constitute a lien on the Lot, effective as of the due date of the Assessment. To evidence the lien, the Association may, but shall not be required to prepare a written lien statement setting forth the name of the Owner, the legal description of the Lot, the name of the Association and the delinquent Assessment amounts then owing. Any such statement shall be duly signed and acknowledged by the President or Vice President of the Association, or by the Manager, and the Association shall serve the notice upon the Owner by mail to the address of the Lot or such other address as the Association may have in its file for such Owner. At least ten days after the Association mails the statement to the Owner, the Association may record the same in the office of the Register of Deeds of Aiken County, South Carolina. The Association shall have the power to foreclose any lien for Assessments in the manner provided by law. The Association further shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the Lot.

7.10. Successor's Liability for Assessment. Upon the sale of any Lot, all unpaid Assessments on said Lot that are due and payable shall be paid from the sales price. All successors to the fee simple title of a Lot shall be liable for assessments levied during the prior Owner's ownership of the Lot; provided, however, that any successor shall be entitled to rely on the statement of Status of Assessments given by or on behalf of the Association under Section 7.14 below and the Association shall be bound by any Status of Assessments provided by it.

7.11. Waiver of Homestead Exemption; Subordination of the Lien. The lien of the Assessments shall be superior to and prior to any homestead exemptions provided now or in the future by any federal law or the laws of the State of South Carolina and all other liens and encumbrances except the following:

7.11.1. Liens and encumbrances recorded before the date of recording of this Declaration;

7.11.2. Liens for real estate taxes and other governmental assessments or charges duly imposed against the Lot by a governmental or political subdivision or special taxing district, or any other liens made superior by statute; and

7.11.3. The lien for all sums unpaid on a Mortgage recorded before the date on which the Assessment sought to be enforced became delinquent, including any and all advances made by the Mortgagee, even though some or all of such advances may have been made subsequent to the date of attachment of the Association's lien.

All other persons holding a lien that is not described in Sections 7.11.1 through 7.11.3 shall be deemed to consent that any such lien or encumbrance shall be subordinate to the Association's future liens for Assessments, interest, late charges, costs, expenses and attorneys' fees as provided in the Article, whether such consent is specifically set forth in the instrument creating any such lien or encumbrance.

7.12. Reallocation of Assessments Secured by Extinguished Liens. The sale or transfer of any Lot to enforce any of the liens to which the lien for Assessments is subordinate shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer. The amount of such extinguished lien may be reallocated and assessed to all Lots as a Common Expense at the direction of the Board. However, no such sale or transfer shall relieve the purchaser or transferee of a Lot from liability for, or the Lot from, the lien of assessments made after the sale or transfer.

7.13. Exempt Property. The following portions of the Property shall be exempt from the Assessments, charges and liens created under this Declaration:

7.13.1. All properties to the extent of any tract of land, easement, or other interest therein dedicated and accepted by any governmental entity and devoted to public use;

7.13.2. All utility lines and easements; and

7.13.3. The Common Elements.

7.14. Statement and Status of Assessments. The Association shall furnish to an Owner or his designee or to any Mortgagee a statement setting forth the amount of unpaid Assessments then levied against the Lot in which the Owner, designee or Mortgagee has an interest. The Association shall deliver the statement personally or by mail, first class postage prepaid within thirty (30) days of receiving a written request from the Owner. The information contained in such statement, when signed by the Treasurer of the Association or the Manager, shall be conclusive upon the Association, the Board and every Owner as to the person or persons to whom such statement is issued and who relies on it in good faith. The Board may establish a reasonable fee relating to such statement.

7.15. Protection of the Association's Lien. With the approval of the Board of Directors, the Association may protect its lien for Assessments against any Lot by submitting a bid at any tax or foreclosure sale with respect to the Lot.

7.16. Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice will not be deemed a waiver, modification, or release of any Owner from the obligation to pay Assessments. In such event, each Owner will continue to pay Annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made.

## **Article VIII MAINTENANCE RESPONSIBILITIES**

8.1. Owner's Rights and Duties With Respect to Interiors. Each Owner shall have the exclusive duty to maintain and repair at the Owner's sole cost and expense the landscaping, drives, walkways, fencing and other improvements on such Owner's Lot, including any right-of-way area between the Lot and roadways within Anderson Farms unless a designated Common Element is located within such right-of-way. No Owner shall alter the exterior of any improvements on such Owner's Lot unless such Owner complies with the architectural controls

set forth in this Declaration. An Owner's failure to maintain his or her property, including mowing yards and pastures to ensure a reasonable appearance, shall result in the Association maintaining such improvements or landscaping on the Owner's property and charging the costs of such maintenance to the Owner through a special assessment which will constitute a lien on the Owner's property.

8.2. Responsibility of the Association. The Association shall maintain, repair, replace and improve, as a Common Expense, the Common Elements in a manner deemed acceptable to the Association.

## **Article IX CONVEYANCES AND TAXATION OF LOTS**

9.1. Conveyance Description. Every instrument of conveyance, Mortgage, or other instrument affecting title to a Lot which legally describes the Lot shall be construed to describe the Lot, together with the easement rights in the Common Elements appurtenant to it, and all fixtures and improvements contained in it, and to incorporate all the rights incident to ownership of a Lot and all the limitations of ownership as described in this Declaration.

9.2. Separate Tax Assessments. Upon the recording of this Declaration and the recording of the Map of record in Aiken County, South Carolina, Declarant shall take all actions necessary so that all taxes, assessments and other charges by the State or any governmental or political subdivision or any other taxing agent or assessing authority shall be assessed against and collected on each Lot, each of which shall be carried on the tax records as a separate and distinct parcel for that purpose.

The lien for taxes assessed to the Owner or Owners of a Lot shall be confined to the Individual Lot and to the Owner's appurtenant rights in the Common Elements. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot or the Common Elements.

## **Article X MECHANICS' LIENS**

Subsequent to the filing of the Map and this Declaration, no labor performed or materials furnished for use and incorporated into any Lot with the consent of or at the request of the Owner of the Lot or the Owner's agent, contractor, or subcontractor shall be the basis for filing of a lien against a Lot of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien for labor performed or for materials furnished in work on such Owner's Lot and the Lots of the other Owners or against the Common Elements, or any part thereof.

## **Article XI USE RESTRICTIONS**

11.1. Use of Lots. All Lots shall be used for single family dwelling purposes only. Owners of the Lot may rent or lease such Lot to others for the purposes allowed under this Declaration and may use the Lot for home occupations which do not cause unreasonable disturbance to other Owners and which are permitted by applicable laws and this Declaration. For purposes hereunder, any home occupation that results in increased traffic flow or noise or constitutes a nuisance that shall be deemed by the Board to be an unreasonable disturbance shall not be permitted. Further, no signage or other identification that an occupation is conducted within such Lot is permitted.

11.2. Conveyance of Lots. All Lots shall be subject to the covenants, conditions, restrictions, easements, reservations, rights-of-way and other provisions contained in this Declaration, as they may be amended from time to time. In addition, at any time or from time-to-time the Declarant may subject the Property, including the Lots, to a master set of covenants, conditions and restrictions for Anderson Neighborhood without necessity of joinder of any Owners.

11.3. Use of Common Elements. There shall be no obstruction of the Common Elements, including Common Elements which are located within easements on Lot(s), nor shall anything be kept or stored on any part of the Common Elements by an Owner without the prior written approval of the Association, including, but not limited to, playground equipment, lawn furniture or outdoor grills. Nothing shall be altered on, constructed in, or removed from the Common Elements by any Owner without the prior written approval of the Association.

11.4. Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Lot or in or on the Common Elements, which would result in the cancellation of the insurance on all or any part of the Project or in an increase in the rate of the insurance on all or any part of the Project over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Lot or in or on the Common Elements which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body. No damage to or waste of the Common Elements shall be committed by any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by the Owner, the members of the Owner's family, or guests, invitees, tenants or contract purchasers.

11.5. Structural Alterations and External Appearance. No structural alterations to any Lot or any Common Element shall be made or caused to be made by any Owner without the prior written approval of the Association and without compliance with Article XV below.

11.6. Signs and Exterior Decorations. No signs of any kind shall be displayed to the public view on or from any portion of a Lot except (i) during the Special Declarant Rights Period, signs of Declarant or its affiliates or assigns, (ii) signs required by law, and (iii) signs approved by the Declarant or the Board (or Architectural Review Board subsequently created), all of which must be in keeping with the character of the community and subject to the rules and regulations for signs established in the By-Laws of the Association.

11.7. Animals and Pets. Owners may maintain household pets such as cats or dogs, not to consistently exceed five (5) pets, provided that such pets are under the control of such Owner or its agent. Owners of Lots larger than five (5) acres may request approval from the Board, at its sole discretion, to consistently maintain more than five (5) household pets on a Lot. Under no circumstances are any animals permitted to run at large in the Project. In addition, farm animals that do not weigh in excess of one hundred (100) pounds (such as chickens, goats and pot belly pigs) which are maintained as pets and are not intended to be slaughtered for food consumption are permitted on a Lot in an amount equal to the lesser of (i) the maximum number permitted by applicable law or (ii) three (3) for every two (2) whole acres on a Lot. Horses shall be permitted on a Lot in an amount not to exceed one and one-half (1 ½) horses per full acre so long as no commercial boarding or training activities are conducted on a Lot. Any farm animals housed upon a Lot must be kept in an enclosed area that is located to the rear of the residence constructed on the Lot. In addition, the enclosure must be no closer than fifty (50) feet from any side or rear lot line. In no event are any horses permitted to be left overnight in the barn or equestrian areas located on the Common Elements. All horses located in the Project must have a current negative Coggins test and must be current with all worming and immunizations at all times while in the Project. The Board may appoint a Farm Board whose purpose is to create and enforce guidelines relative to maintenance of animals on any Lot. Any guidelines proposed by the Farm Board that are more restrictive than those set forth herein shall require the written consent of Owners holding sixty-seven percent or more of the votes in the Association.

11.8. Noise and Odors. Owners of pets in the Project will be required to take all action necessary to control excessive barking or other disturbances caused by such pets. Each Owner keeping an animal or animals on its Lot shall dispose of manure generated by such animal or animals in such a manner that odors shall not emanate from such Owner's Lot and in accordance with all applicable local zoning, health and other governmental rules and regulations. All dumpsters or other containers used to collect manure shall be kept hidden from view from the streets in the Project.

11.9. Trash. No trash, ashes, building materials, or other unsightly items may be thrown, dumped, or stored on any land or areas within the Project, except as designated by the Association. There shall be no disposal of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage of refuse (which storage shall be in the garage or other enclosed structure). The foregoing notwithstanding, trash receptacles may be placed outside for a period not to exceed twenty-four hours on any day when the trash is being picked up by a trash



service. Firewood may be maintained on a Lot provided it is neatly stacked and stored so as not to create any unsightly conditions.

11.10. Construction Rules and Regulations. All Owners and contractors shall comply with the rules and regulations regulating construction activities.

11.11. Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations with respect to all or any portion of the Project. Further, no Owner shall dispose of or allow any person under the Owner's control or direction to release, discharge, or omit from the Project or dispose of any material on the Project that is designated as hazardous or toxic under any federal, state, or local law, ordinance or regulation.

11.12. No Outside Clotheslines. No laundry or wash shall be dried or hung outside of any structure except that a clothes line will be permitted so long as it is not visible from any adjacent roadway, common area, or neighboring residence.

11.13. Antennae. No exterior radio, television, microwave, or other antenna shall be permitted outside any structure, without the reasonable approval of the Association which approval may be withheld in the sole discretion of the Association to reduce unsightly conditions or negative impact to other Owners so long as such restrictions do not violate state, federal or local laws. A satellite dish or signal capture or distribution device less than eighteen (18") inches in diameter will be permitted so long as it is not visible from any adjacent roadway, common area, or neighboring residence. Satellite dishes in excess of eighteen (18") inches in diameter must be approved by the Association.

11.14. Outside Burning. There shall be no exterior fires, except for supervised cooking of food within an enclosed above-ground barbecue grill or outdoor kitchen, recreational firepits, campfires or outdoor fireplaces provided such fire is contained in a suitable structure of limited impact to adjoining Lots. No Owner shall permit any condition with the Project which creates a fire hazard or is in violation of fire prevention regulations.

11.15. Nuisance. No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Project so as to be offensive or detrimental to any other part of the Project or its occupants.

11.16. Porches and Patios. No bicycles, trash containers, other unsightly items, or items which constitute a nuisance may be stored on the balconies or porches of any residential building or outbuilding.

11.17. Leasing. An Owner shall have the right to lease a Lot, subject to the condition that the Owner shall be liable for any violation of the Project Documents committed by the Owner's tenant. Any lease of a Lot must be in writing and must be subject to the requirements of the Project Documents.

11.18. Vehicles.

11.18.1. No more than five vehicles per Lot may be parked on a permanent basis within the Project unless specifically approved by the Board, in writing, or unless such additional vehicles are garaged in a manner satisfactory to the Board. For purposes hereof, any vehicle which is parked within the Project for more than three consecutive days (or portions of each day thereof) is considered to be parked permanently within the Project.

11.18.2. No vehicles may be parked on any Common Elements, including roadways.

11.18.3. No junk or abandoned vehicle may be maintained within the Project.

11.18.4. Commercial vehicles, campers, trailers, trucks exceeding one (1) ton in capacity, motorcycles, motorbikes, motor homes, vans, travel trailers, panel and service trucks and boats may only be stored on a Lot so long as the aforesaid are not displayed in an unsightly manner or spoil the aesthetic beauty of the Project

and are stored or parked in the rear yard and screened from view so that they are not visible from any street or adjacent Lot.

11.19. Garage Doors. All garage doors must be kept in a closed or shut position except during periods when vehicles or pedestrians are entering or exiting the garage.

11.20. Mailboxes. Upon completion of construction of a home on a Lot, the Owner shall erect a mailbox on such Owner's Lot within close proximity to the driveway apron and pursuant to the mailbox and post construction requirements published by the ARB to be used by the Owner and occupants of that Lot for their sole and exclusive use as a mail delivery receptacle. This provision may be revised in the future based upon whether individual mailboxes are permitted by the United States Postal Service or whether a central mailbox facility will be required.

11.21. Setbacks. A residential dwelling constructed on any Lot within the development shall be placed no closer than forty (40) feet from a front property line as established on the Map, as defined hereinabove, sixty (60) feet from a rear property line, and twenty-five (25) feet from a side lot line. The Declarant reserves the right to modify setbacks on future additions to the Project, which shall be established on additions to the Map and may be stated in amendments to this Declaration. No outbuilding may be placed within the front setback area.

11.22. Driveways. All driveways within the development shall include an apron, the size of which complies with the then current requirements of Aiken County, constructed of concrete, asphalt, stone or other material established by the ARB. The remainder of the driveway shall be constructed of materials as approved by the ARB. Plans must be submitted to the ARB for approval pursuant to the Anderson Farms Building Guidelines prior to construction of the driveway. Driveways must be set back from the side or rear property line a minimum of five (5) feet. Driveways for Lots located adjacent to Anderson Pond Road must be located on an interior roadway of Anderson Farms. In no even may any driveway be located on Anderson Pond Road.

11.23. Fencing. All fencing, including fencing installed on Lot(s) by Declarant, unless otherwise specifically excepted, shall be maintained by Owners in a clean, well-kept and functional condition, including painting, repairing and replacing broken boards and other components of such fencing. Fencing along the front of Lots may be required to be installed on or before the date on which a certificate of occupancy is issued for a residential structure constructed on the Lot and must be approved by and constructed in accordance with guidelines established by the ARB. All side and rear fencing shall also comply with all guidelines established by the ARB and shall not be located within five (5) feet of a side lot boundary nor shall such fencing impede any easements on the property. For Lots on which portions of trails are located within easement(s), fencing shall not be located within five (5) feet of any such trail. In the event any Owner fails to properly maintain any fencing, whether installed by Declarant or Owner, Declarant and the Association reserve the right to repaint, repair and replace fencing or components thereof following reasonable notice to the Owner, and the cost thereof shall be reimbursed by the Owner. Plans for fencing, including materials, dimensions, location, finish colors and style, shall be submitted to the ARB, and the ARB has discretion for approving or requiring modifications to a fence plan pursuant to the Anderson Farms Building Guidelines to ensure the aesthetic appeal and ambiance of the community. Chain link and PVC materials will not be allowed while equestrian themed fencing is encouraged.

Notwithstanding the above, Declarant shall install fencing along Anderson Pond Road which may be located upon the Property adjacent to Anderson Pond Road as well as within the trail easement identified on the Map. Maintenance of any such fencing along Anderson Pond Road or within a trail easement shall be maintained by the Association which shall have rights to access Lots in order to conduct such maintenance activities.

11.24. Minimum square footage. All residential dwellings constructed within the development shall have a minimum heated area of one thousand four hundred twenty-five (1,425) square feet, excluding open porches and garages. Plans for residential dwellings must be submitted to the ARB for approval prior to construction pursuant to the Anderson Farms Building Guidelines.

11.25. Barns and Outbuildings. Barns and outbuildings are important features of historic southern farms. Plans for any barns and outbuildings must be submitted to the ARB for approval prior to construction pursuant to the Anderson Farms Building Guidelines. Generally, barns and outbuildings may include an apartment intended for residential use which is less than the minimum square footage requirement established in Section 11.24 above so

long as the construction thereof and intended use is approved by the ARB and complies with local building and zoning rules and regulations. Notwithstanding the foregoing, however, any such apartment may not be constructed and occupied prior to completion of the primary residential dwelling on a Lot.

11.26 Landscaping. Other than areas of a Lot devoted to a driveway, all remaining open land shall remain wooded or shall be planted in grass. Open land area which is not wooded or pasture, but intended to be maintained in a natural state, shall be mowed to avoid an unreasonable aesthetic or nuisance to occur. Plantings around structures will be encouraged and orchards, gardens and fruit trees are allowed. Landscape plans must be submitted and approved by the ARB pursuant to the Building Guidelines published by the ARB.

11.27 Trees. The ARB shall establish guidelines for clearing Lots and removing trees. Generally, no trees, bushes or underbrush of any kind eight (8) inches or more in diameter at a point four (4) feet above ground level may be removed without the written approval of the ARB unless clearing to create a pasture which will be maintained pursuant to these Covenants and the Anderson Farms Building Guidelines.

As set forth in the guidelines established by the ARB, Declarant may establish and install street trees to create an aesthetically pleasing entry and street view within the Project. Such trees must be maintained and, in the event of damage or death of the tree(s), replaced by the Owner in accordance with guidelines established by the ARB.

11.28 Refuse. All manure generated by any farm animals situated on a Lot shall be held in a closed container designed for such purpose or shall be regularly removed from the Lot. No open pits shall be allowed for the storage or waste on any Lot. The foregoing notwithstanding, a reasonable amount of such manure may be maintained in an enclosed compost container provided that all other provisions of this Declaration including those of 11.8. are followed.

11.29 Gates. The Board shall adopt regulations and guidelines for the installation of any gates constructed at an entrance to any Lot in the development.

11.30 Swimming pools. Any swimming pool constructed on a Lot within the development shall be placed at the rear or side of the residential dwelling.

11.31 Firearms. Due to safety concerns for residents and animals, no shooting shall be permitted within the development.

11.32 Solar panels. The location of any solar panel installed by an owner should be placed to avoid unsightly conditions from neighboring properties and roadways and shall be approved by the ARB.

11.33 Trail Easements. There are hereby established trail easements for the use and enjoyment of all Members as set forth on the Map. The Owners of Lots over which the trail easements are located shall erect no improvements and allow no obstructions within the easement area. Only equestrians and pedestrians shall be permitted on the trail easements. Carriage driving is expressly prohibited on any trail easement. No bicycles or motorized vehicles shall be permitted on said trail easements, except that motorized vehicles may be permitted on said easements solely for maintenance purposes, lot sales and marketing purposes, and in the event of an emergency. The Association shall be responsible for maintenance of all trail easements regardless of whether located on property owned by the Association or on a Lot. Each Owner does hereby grant to the Association an easement for entry onto such Owner's Lot for purposes of maintaining the trail easements.

11.34 Mobile and Modular Structures. No mobile home, tent, shack, camper, or any other temporary or portable structure shall be allowed in Anderson Farms, unless garaged or stored in a location which is not visible from adjoining Lots, Common Areas and/or roads. The foregoing restriction shall not apply to any amenities constructed by the Developer in the Project.

11.35 Streams. No Owner shall obstruct, alter or interfere with the flow or natural course of the waters of any river, creek, stream, lake or pond in the subject property without first obtaining the written consent of the ARB, as well as any applicable governmental entity having jurisdiction over the same.

11.36 Use of Equestrian Amenities. The equestrian amenities including the riding arena and trail easements may only be used by (i) Members; (ii) tenants who physically reside on a Lot; and (iii) guests of the aforesaid but only when accompanied by one of the aforesaid. All riders must wear approved helmets at all times while mounted. Any horses using the equestrian amenities must have a current (within one [1] year) negative Coggins and must be current on all vaccinations.

## **Article XII PROPERTY RIGHTS OF OWNERS**

12.1. Owner's Easements of Access and Enjoyment. Every Owner has a perpetual, non-exclusive easement for use and enjoyment of the Common Elements, which easement is appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

12.2. Delegation of Use. Any Owner may delegate his right of enjoyment of the Common Elements to members of the Owner's family residing with such Owner, the Owner's tenants, guests, licensees and invitees, but only in accordance with the applicable rules of the Association and the other Project Documents.

12.3. Easements of Record. The Property will be subject to all easements shown on the Map and to any other easement of record as of the date of recordation of this Declaration. Some portions of some Lots the Development are or may be considered wetlands, as that term is defined under applicable local, state or federal law or regulation. No Owner shall construct any improvements or take other action within such wetlands which would be prohibited under such laws or regulations.

12.4. Hollow Creek Land Preserve. The Owners are hereby granted access to Hollow Creek Land Preserve ("HCLP"), subject to rules promulgated by HCLP, an independent 501(c)(3) entity, which is located in close proximity to Project. Access to HCLP is in a location designated by the Declarant from Anderson Pond Road. In no event shall this right of access include any easement rights across private Lots located within other communities in Anderson Neighborhood, including Bridgewater at Anderson Farms.

12.5. Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Project and the Individual Lots, in the proper performance of their duties.

12.6. Easements of Access for Repair, Maintenance and Emergencies. Some of the Common Elements may be located within or accessible only through the Individual Lots. The Association shall have the irrevocable right to have access to each Individual Lot and to all Common Elements located therein or accessible therefrom from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal or replacement of any of the Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Individual Lot.

12.7. Combination or Subdivision of Lots. No Lots may be subdivided or combined except with the prior written approval of the Association pursuant to the provisions of paragraph 3.2 and provided that it is done in compliance with all applicable laws and regulations.

## **Article XIII SPECIAL DECLARANT RIGHTS AND RESERVED RIGHTS**

13.1. General Provisions. Until the expiration of the Special Declarant Rights Period, Declarant will have the following Special Declarant Rights with respect to all of the Property:

13.1.1. Construction and Completion of the Project. The right to construct and complete the roads and infrastructure of the Project.

13.1.2. Development Rights. The right to development of the Project, including, without limitation, the rights reserved by Declarant as follows:

- (a) The right to create Lots and Common Elements on the Property.
- (b) The right to subdivide Lots and convert Lots into Common Elements on any part of the Property.

13.1.3. Sales Activities. The right to maintain a sales office, a management office, and appropriate advertising signage within the Project. At all times, the offices, and signage will remain the property of Declarant and may be removed or relocated in the Project by Declarant at any time or promptly after expiration of the Special Declarant Rights Period.

13.1.4. Association Directors and Officers. The right to appoint any officer or Director of the Association, as provided in this Declaration or Bylaws.

13.1.5. Covenants. The right to unilaterally extend, modify or amend this Declaration without the consent of the Owners. Any such extension, modification or amendment shall inure to the benefit of and be binding upon all Owners, their families, tenants, guests, invitees and employees, and their respective heirs, successors and assigns.

13.2. Order of Exercise of Declarant's Rights. Exercise of Declarant's rights hereunder as to one portion of the Property will not operate to require Declarant to exercise such rights with respect to any other portion of the Property.

13.3. Supplemental Provisions Regarding Declarant's Rights. Declarant reserves the right to amend this Declaration and any Map in connection with the exercise of any Special Declarant Rights to the extent permitted by law.

13.4. Utility Easements. Declarant hereby reserves for itself and its successors and assigns a general easement upon, across, over, in and under the Property for ingress and egress and for installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, gas, telephone, electrical, cable and other communications systems. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such services to install and maintain necessary equipment, wires, circuits and conduits under and over the Property. No water, sewer, gas, telephone, electrical, communications, sprinkler systems, or other utility lines or services, systems, or facilities may be installed or relocated on the surface of the Property unless approved by Declarant prior to the expiration of the Special Declarant Rights Period, or by the Association after such expiration. These items may be temporarily installed above ground during construction, if approved by Declarant, or after the Special Declarant Rights Period, if approved by the Association.

13.5. Drainage and Irrigation Easements. Declarant reserves for itself and its successors and assigns, and for the Association, and its officers, agents, employees, and successors and assigns, an easement to enter on, across, over, in and under any portion of the Property for the purpose of modifying any drainage channels and/or water retention ponds on the Property to improve the drainage of water. Declarant also reserves for itself and its successors and assigns the right to construct, access and maintain irrigation lines on the Property for the maintenance of Common Elements and for such other purposes as Declarant may from time to time deem appropriate. Declarant further reserves an easement of ten feet (10') around the perimeter of each Lot to grade or take such action as is necessary to insure proper drainage.

13.6. General Provision. Any entity using these general easements provided under this Article shall use its best efforts to install and maintain the easements for utilities, drainage, or irrigation lines without disturbing the uses of the Owners, the Association and Declarant; shall prosecute its installation and maintenance activities as promptly as possible and, in the case of utility work, shall restore the surface to its original condition as soon as possible after completion of its work. Should any entity furnishing a service covered by these general easements request a specific easement by separate recordable document, either Declarant or the Association shall have, and are

hereby given the right and authority, to grant such easement upon, across, over, or under any part of all of the Property without conflicting with the terms of this Declaration. This general easement shall in no way affect, avoid, extinguish, or modify any other recorded easements affecting the Property.

13.7. Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the Common Elements, together with the right to store materials on the Common Elements and to make such other use of the Common Elements as may be reasonably necessary or incident to the construction of Lots on the Property. No such rights shall be exercised by Declarant in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the Property by the Owners.

13.8. Reservation of Easements, Exceptions and Exclusions. Declarant reserves for itself, its successors and assigns, and hereby grants to the Association, the concurrent right to establish, by declaration or otherwise, utility, drainage, construction, ingress and egress and other easements, permits, or licenses over the Common Elements for purposes including, but not limited to, streets, paths, walkways, drainage, recreation areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the best interests of all the Owners and the Association.

13.9. Maintenance Easements. An easement is hereby reserved to Declarant, and granted to the Association and any member of the Board or the Manager, and their respective officers, agents, employees and assigns, upon, across, over, in and under the Property to make such use of the Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which they are obligated to perform pursuant to the Project Documents, including the right to enter upon any Lot for the purpose of performing maintenance of the Common Elements.

13.10. General Reservations. Declarant reserves (i) the right to dedicate any access roads and streets serving the Property for and to public use, and to grant road easements with respect thereto; and (ii) the right to enter into, establish, execute, amend and otherwise deal with contracts and agreements for the use, lease, repair, maintenance, or regulation of recreational facilities.

13.11. Easements Deemed Created. Any and all conveyances made by Declarant to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether set forth in such grants.

#### **Article XIV INSURANCE**

14.1. Authority to Purchase. To the extent more particularly set forth below, the Association, the Board, the Manager and the Declarant shall be authorized to purchase insurance policies so as to be in compliance with the provisions of this Article. The foregoing notwithstanding, the Association, the Board, the Manager and Declarant shall not be liable for failure to obtain any coverage required by this Article.

14.2. Liability Insurance. The Association shall obtain and maintain in full force and effect commercial general liability insurance with such limits as the Board may from time to time determine, insuring each member of the Board, the Association, the Manager (if any) and the employees and agents of the Association and the Manager against any liability to the public or the Owners (and their guests, invitees, tenants, agents and employees) arising out of or incident to the ownership, existence, operation, management, maintenance, or use of the Common Elements and any other areas under the control of the Association. Declarant shall be included as an additional insured in Declarant's capacity as Owner or Director. The insurance shall cover claims of one or more insured parties against other insured parties. Such comprehensive policy of public insurance shall include the following a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another insured and a "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to an Owner because of the negligent acts of the Association or another Owner. The Board shall review the coverage limits at such intervals as the Board may deem advisable but in no event shall such coverage be less than \$1,000,000.00 for all claims for bodily injury or property damage arising out of one occurrence.

14.3. Workmen's Compensation Insurance. The Association shall obtain workmen's compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

14.4. Other Insurance. The Association may obtain insurance, as a Common Expense, against such other insurable risks of a similar or dissimilar nature as it deems appropriate with respect to the Association's responsibilities and duties.

14.5. Insurance Obtained by Owners. It shall be the responsibility of each Owner, at such Owner's expense, to maintain property damage insurance on such Owner's improved real estate and personal property and furnishings and public liability insurance covering each Owner's Lot.

## **Article XV ARCHITECTURAL CONTROL**

15.1. Rights with Respect to Remodeling and Construction. There shall be no new construction or exterior addition, change, or alteration to any improvement on any Lot or landscaping thereon until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the same shall have been submitted and approved in writing by the Board. The Board shall prepare and make available to all Owners architectural review guidelines to govern construction within the Project. No residential structure shall contain less than 1,500 square feet of heated space. Apartments constructed as a part of a barn or outbuilding and approved as required by these Covenants and the ARB are excepted from the minimum residential square footage requirements. The Board shall approve or disapprove said plans in its sole discretion and all improvements and alterations shall be completed only in accordance with approved plans.

15.2. Purpose and General Authority. The Board shall review, study and either approve or disapprove proposed improvements or alterations on the Lot, all in compliance with this Declaration and as further set forth in the rules and regulations the Board may establish from time to time to govern its proceedings. A review fee as established and amended from time to time shall be assessed by the Board for the cost of reviewing building plans. No improvement, alteration or landscaping shall be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor shall any construction, repair or reconstruction be commenced until plans for the improvements, alterations or landscaping shall have been approved by the Board; provided, however, that interior improvements may be undertaken without such approval. It is the intention of the Declarant that the Board allow the construction of structures to be erected on any Lot on the Property in such location on each Lot as will more fully enhance the natural harmony and aesthetic appeal of Anderson Farms. Building setbacks shall be set forth herein and on the recorded plats of the Property. In the event of a conflict, the more restrictive setbacks shall apply. If any Lot is re-subdivided or enlarged pursuant to the provision of paragraph 3.2, any side and rear line restrictions shall be applicable only to the side and rear lines of the Lot as altered or re-subdivided. All boundary lines between corner Lots and contiguous Lots shall be considered as side boundary lines.

15.3. Board Discretion. The Board shall exercise reasonable efforts to provide that all improvements conform and harmonize with the Project. In passing on building plans, specifications, site plans, or grading plans, the Board shall take into consideration the suitability of the proposed building, the materials of which it is to be built, the location on the Lot of the proposed building and any other improvements, the harmony of the building in its location with its surroundings, and the effect of the building as planned on the outlook from adjacent or neighboring portions of the Property. All fences, walls, barbecue pits, detached garages, and other accessory buildings shall be constructed in general conformity with the architecture of the main dwelling and out of materials which conform to the materials used in such main dwelling. The actions of the Board in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

15.4. Expenses. Except as provided in this Section below, all expenses of the Board shall be paid by the Association and shall constitute a Common Expense. The Board shall have the right to charge a fee for each application submitted to it for review, in an amount which may be established by the Board from time to time and

such fees shall be collected by the Board and remitted to the Association to help defray the expenses of the Board's operation.

15.5. Other Requirements. Compliance with the Board's process is not a substitute for compliance with applicable building, zoning and subdivision regulations, and each Owner is responsible for obtaining all approvals, licenses and permits as may be required prior to commencing construction of any improvements.

15.6. Limitation on Liability. The Board shall use its best judgment in accepting or disapproving all plans and specifications submitted to it. The Association will establish and disseminate development guidelines and standards to be used in the applications for approval submitted by Owners. Neither the Board nor any individual Board member shall be liable to any person for any official act of the Board in connection with submitted plans and specifications, except to the extent the Board or any individual Board member acted with malice or wrongful intent. Approval by the Board does not necessarily assure approval by appropriate governmental boards or commissions. Notwithstanding that the Board has approved plans or specifications, neither the Board nor any of its members shall be responsible or liable to any Owner or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval of the construction of the improvements. Neither the Board nor any agent thereof, nor the Declarant, nor any of its partners, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the provisions of the Project Documents, nor for any structural or other defects in any work done according to such plans and specifications.

15.7. Enforcement and Inspection. Any member or authorized consultant of the Board, or any authorized officer, Director, employee, or agent of the Association may enter upon any Lot, at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to inspect improvements constructed or under construction on the Lot to determine whether the improvements are being built in compliance with the Project Documents and the plans and specifications approved by the Board.

15.8. Deemed Nuisances. Every violation of these Covenants is hereby declared to be and to constitute a nuisance, and every public or private remedy against a Member shall be applicable. Without limiting the generality of the foregoing, these Covenants may be enforced as provided below:

15.8.1. The Board may adopt a schedule of fines for failure to abide by the Board's rules and regulations, including fines for failure to obtain any required approval from the Board.

15.8.2. Subject to the requirements of the Bylaws, the Association, upon request of the Board and after reasonable notice to the offender and, if different, to the Owner, may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, and remove any improvement constructed, reconstructed, refinished, altered, or maintained in violation of these Covenants. The Owner of the improvements shall immediately reimburse the Association for all expenses incurred in connection with such removal.

15.9. Continuity of Construction. All improvements commenced on the Property shall be prosecuted diligently to completion and shall be completed within twelve (12) months after commencement unless an exception is granted in writing by the Board. If an improvement is commenced and construction is then abandoned for more than thirty days, or if construction is not completed within the required twelve month period, then after notice and opportunity for hearing as provided in the Bylaws, the Association may impose a fine in an amount established from time to time by the Board to be charged against the Owner of the Lot until construction is resumed, or the improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the Board that such abandonment is for circumstances beyond the Owner's control. No building or structure shall be constructed prior to the construction of the main dwelling. Nothing herein shall prohibit the Declarant from temporarily using a house or other dwelling unit constructed on any Lot within the Property as a model home or development office.

## Article XVI ENFORCEMENT OF COVENANTS



16.1. Violations Deemed a Nuisance. Every violation of this Declaration or any other of the Project Documents is deemed to be a nuisance and is subject to all remedies provided for the abatement or correction of the violation.

16.2. Compliance. Each Owner or other occupant of any part of the Property will comply with the provisions of the Project Documents as the same may be amended from time to time.

16.3. Failure to Comply. Failure to comply with the Project Documents will be grounds for an action to recover damages or for injunctive relief. Further, an Owner may be subject to a reasonable fine imposed by the Board for failure to comply with the Project Documents. Such fine may be either a one-time fine or a continuing fine so long as the failure continues in the reasonable discretion of the Board. Reasonable notice and an opportunity for a hearing as provided in the Bylaws will be given to the delinquent party prior to commencing any proceedings hereunder.

16.4. Who May Enforce. Any action to enforce the Project Documents may be brought by Declarant, the Board or the Manager (if any) in the name of the Association on behalf of the Owners. Such an action may be brought against the Declarant, the Board, the Manager, the Association, or any Owner.

16.5. Remedies. In addition to the remedies set forth above in this Article, any violation of the Project Documents shall give to the Board, the Manager, or Declarant, on behalf of the Owners, the right to enter upon the offending premises to take appropriate peaceful action to abate, remove, modify, or replace, at the expense of the offending Owner, any structure, thing, or condition that may exist thereon contrary to the Project Documents. If the offense occurs in any easement, walkway, Common Elements or the like, the cure shall be at the expense of the Owner or other person responsible for the offending violations.

16.6. Nonexclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

16.7. No Waiver. The failure of the Board, Declarant, Manager, or any aggrieved Owner to enforce the Project Documents will not be deemed a waiver of the right to do so for any subsequent violation or of the right to enforce any other part of the Project Documents at any future time.

16.8. No Liability. No member of the Board, the Declarant, the Manager, or any Owner will be liable to any other Owner for the failure to enforce any of the Project Documents at any time.

16.9. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the Project Documents, or in any legal proceeding (whether or not suit is instituted) for damages or for the enforcement of the Project Documents or the restraint of violations of the Project Documents, the prevailing party will be entitled to recover all costs incurred by it in such action, including reasonable attorneys' fees as may be incurred.

## **Article XVII DURATION OF THESE COVENANTS AND AMENDMENTS**

17.1. Term. The Declaration and any amendments or supplements hereto will remain in effect from the date of recordation until the twentieth anniversary of the date this Declaration is first recorded in the office of the Register of Deeds for Aiken County, South Carolina. Thereafter, the Declaration will automatically extend for successive periods of ten years each, unless otherwise terminated or modified as provided below.

17.2. Amendment. This Declaration, or any provision of it, may be extended, modified, or amended as to the whole or any portion of the Property following the expiration of the Period of Declarant Control, upon the written consent of Owners holding sixty-seven percent or more of the votes in the Association. Amendments made pursuant to this Section will inure to the benefit of and be binding upon all Owners, their families, tenants, guests, invitees and employees, and their respective heirs, successors and assigns.

17.3. Declarant's Approval. Notwithstanding the provisions of Section 17.2, no extension, modification, or amendment of this Declaration will be effective in any event during the Period of Declarant Control, unless the written approval of Declarant is first obtained.

17.4. Notice of Amendment. No amendment will be effective unless a written notice of the proposed amendment is sent to every Owner at least thirty days in advance of any action taken or purported to be taken and such Owner has been given the opportunity to vote or give its consent to the same, provided the Period of Declarant Control has expired or Declarant has terminated the Period of Declarant Control. Otherwise, any amendment made by Declarant during the Period of Declarant Control shall become effective according to Section 17.5 below, and Declarant shall mail a copy of any such amendment to each Owner at the address on record for such Owner.

17.5. Effective on Recording. Any modification or amendment made in accordance with this Declaration will be immediately effective upon recording in the office of the Register of Deeds for Aiken County, South Carolina a copy of such amendment or modification executed and acknowledged by the necessary number of Owners (and by Declarant, as required).

#### **Article XVIII MISCELLANEOUS PROVISIONS**

18.1. Severability. This Declaration, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Any provision of this Declaration found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

18.2. Construction. In interpreting words in this Declaration, unless the context will otherwise provide or require, the singular will include the plural, the plural will include the singular, and the use of any gender will include all genders.

18.3. Headings. The headings are included only for purposes of convenient reference and they will not affect the meaning or interpretation of this Declaration.

18.4. Limitation of Liability. Neither the Association nor any officer or member of the Board will be liable to any party for any action or for any failure to act with respect to any matter arising by, through, or under the Project Documents if the action or failure to act was made in good faith. The Association will indemnify all of the officers and Board members with respect to any act taken in their official capacity to the maximum extent provided in this Declaration and by law and in the Articles of Incorporation and Bylaws.

18.5. Conflicts Between Documents. In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration will control. In the case of conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will control. In case of conflict between this Declaration and any governing documents for Anderson Neighborhood, this Declaration shall control.

18.6. Assignment. Declarant may assign all or any part of the Special Declarant Rights or any of Declarant's other rights and reservations hereunder to any successor who takes title to all or part of the Property for the purpose of development and sale. Such successor will be identified, the particular rights being assigned will be specified and, to the extent required, concomitant obligations will be expressly assumed by such successor, all in a written instrument duly recorded in the office of the Register of Deeds for Aiken County, South Carolina.

18.7. Limit on Timesharing. No Owner of any Lot shall offer or sell any interest in such Lot under any "timesharing" or "interval ownership" plan, or any similar plans.

18.8. Counterparts. This Declaration and the required approvals and joinders to it, may be executed in two or more counterparts which, when taken together, shall evidence the agreement of Declarant and all such parties approving or joining in this Declaration.

18.9. Resolution of Disputes. If any dispute or question arises between Members or between Members and the Association or relating to the interpretation, performance, or nonperformance, violation, or enforcement of

the Project Documents, such disputes or violations may be subject to a hearing and determination by the Board in accordance with the procedures set forth in the Bylaws.

[Signatures Commence on Next Page]

SIGNED, SEALED and DELIVERED  
in the presence of:

Witness

Witness

Declarant:

ANDERSON PRESERVE, LLC, a South Carolina limited  
liability company

By:

Richard B. Steele, Jr.  
As its Manager

(Seal)

STATE OF SOUTH CAROLINA )

COUNTY OF AIKEN )

I, Diana M Peters, a notary public for South Carolina, do hereby certify  
that Richard B. Steele, Jr., as the Manager of Anderson Preserve, LLC, personally appeared before me this day  
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 1st day of September, 2020

Notary Public for SC

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

(Notarial Seal)

Diana M Peters  
Notary Public  
South Carolina  
My Commission Expires 10-2-22

## **EXHIBIT A**

### **Legal Description of the Property**

ALL that lot, tract or parcel of land situate, lying and being in Aiken County, South Carolina, containing 60.99 acres subdivided into fourteen (14) residential lots, numbered 1 through 14, inclusive, and also includes related common areas all shown and designated as Anderson Farms Section 1 upon Record Plat thereof prepared by Southern Partners, Inc. dated June 11, 2020, revised August 20, 2020, and recorded in Book PL ~~112~~<sup>113</sup>, at Page ~~4816~~<sup>4817</sup> records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

Tax Parcel No. 109-07-01-002