BROWNSTONE

REAL ESTATE

The attached Covenants, Restrictions, Bylaws, and related HOA documents may not be current or complete. Homeowner Associations may amend or update these documents at any time. Interested parties are advised to obtain and verify the most recent versions directly from the Homeowner's Association, its management company, and/or the County Courthouse. Listing Brokerage and Seller make no representations as to accuracy. HOA fees, rules, and special assessments are subject to change without notice.

THE SOUTH CAROLINA ARBITRATION ACT. 15-48-10 et. seq.
CODE OF LAWS OF SOUTH CAROLINA 1976

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR

LONGVIEW CAROLINA

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LONGVIEW CAROLINA

THIS Declaration of Covenants, Conditions and Restrictions for Longview Carolina is made this __ day of April, 2024, by Longview Carolina, LLC (the "Declarant").

W I T N E S S E T H:

WHEREAS, this "Declaration of Covenants, Conditions and Restrictions" (the "Declaration") is intended to impose upon all the Properties within Longview Carolina, as herein after defined, restrictions for the benefit of all owners of the Properties, to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Properties as are now or may be hereafter subjected to this Declaration.

NOW, THEREFORE, all of the property described in Exhibit "A" shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding on all parties having any right, title, or interest in the Properties or any part thereof, their heirs, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

Article. I Definitions

The terms in this Declaration and in the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

I.1 "Additional Property":

All that certain real property which is more particularly described on Exhibit "B", attached hereto and incorporated herein by reference, and which real property is subject to annexation according to the terms of the Declaration.

I.2 "Adjacent Properties":

Real property adjacent to or in the vicinity of the Properties which are not subject to this Declaration and which are neither Lots nor Common Area as defined in this Declaration

I.3 "Agricultural Operations":

Use of any portion of the Properties for (i) the growing or production of field crops, fruits, tree nuts, vegetables, honey and dairy; (ii) horticulture and viticulture; (iii) necessary accessory uses for the packaging, treating or storing of produce; and (iv) the grazing, pasturage and raising of livestock, including, without limitation, horses, cattle, dairy animals, sheep and goats.

I.4 "Area of Common Responsibility":

The Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, contract, or agreements become the responsibility of the Association.

I.5 "Articles of Incorporation" or "Articles":

The Articles of Incorporation of The Longview Carolina Community Association, Inc., as filed with the Secretary of State of the State of South Carolina as amended from time to time.

I.6 "Association":

The Longview Carolina Community Association, Inc., a South Carolina nonprofit corporation, which shall manage the Common Areas, discharge the Areas of Common Responsibility and administer the Community Wide Standards applicable to the Properties to which this Declaration is subject, as are their Owners, who, as such, are Members thereof, and shall include its successors or assigns.

I.7 "Longview Carolina Community Association, Inc.":

A South Carolina nonprofit corporation now formed or to be formed by filing of the proper documents in the office of the Secretary of State.

I.8 "Base Assessments":

Assessments levied on all Lots subject to assessment under Article X to fund Common Expenses for the general benefit of all Lots, as more particularly described in Sections X.1 and X.3.

I.9 "Benefited Assessment":

An assessment levied in accordance with Section X.6.

I.10 "Board of Directors" or "Board":

The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under South Carolina corporate law.

I.11 "Builder":

Any Person which purchases one (1) or more Lots for the purpose of constructing improvements thereon for later sale to consumers or which purchases one or more parcels of land within the Properties for further development and resale in the ordinary course of such Person's business.

I.12 "By-Laws":

The By-Laws of The Longview Carolina Community Association, Inc., attached hereto as Exhibit "D" and incorporated by reference, as they may be amended from time to time.

I.13 "Class 'B' Control Period":

The period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors, as provided in Section 3.1(b) of the By-Laws.

I.14 "Common Area":

All real and personal property which the Declarant and/or Association now or hereafter owns, leases or otherwise holds possessory or use rights in for the use and enjoyment of the Owners.

I.15 "Common Expenses":

The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

I.16 "Community-Wide Standard":

The standard of conduct, maintenance, and or other activities generally prevailing throughout Longview Carolina. Such standards may be more specifically determined by the Board of Directors or

the Architectural Review Board so long as they are in keeping with the Longview Carolina Values and Beliefs: Appreciation for Nature, Thriving, Collaboration, Learning, and Security.

I.17 "Covenant to Share Costs":

Any agreement or contract between the Association and an owner or operator of property adjacent to the Properties for the allocation of expenses that benefit both the Association and the owner or operator of such property.

I.18 "Declarant":

Longview Carolina, LLC or its assigns.

I.19 "Declaration":

This "Declaration of Covenants, Conditions and Restrictions."

I.20 "Detention Facility":

Any area within the Properties serving as a detention structure or facility, including but not limited to, berms, swales or any facility designated as a "detention pond" or a "proposed detention facility" on a recorded plat of all or any portion of the Properties.

I.21 "Improvements":

Any structure or improvement broadly defined to include but not be limited to, buildings of a permanent or temporary nature (with temporary buildings being permitted only during the construction of other Improvements, subject to approval by the ARB), outbuildings, underground installations, slope alterations, surface water drainage facilities, sediment control devices, roads, berms, driveways, alley ways, parking areas or facilities, loading docks and areas, garbage dumpsters and cans, fences, screening walls, retaining walls, enclosures, stairs, decks, windbreaks, planting or removal of trees, shrubs and other landscaping materials, irrigation systems, poles, signs, antennas and satellite dishes, Utilities, heating, cooling and air circulation equipment and facilities, roofed structures, hedges, exterior illumination, changes in exterior color or shape, staking, clearing, excavation, grading, exterior alteration of existing improvements, and all other structures or landscaping improvements of every type and kind initially or at any time thereafter placed or constructed on any Lot.

I.22 "Lot":

Each numbered, platted lot, whether improved or unimproved, shown on any subdivision plat of the Properties, which is intended for development, use, and occupancy as a residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon. The term shall not include Common Areas or property dedicated to the public. In the case of a parcel of vacant land, which has not been platted, the parcel shall be deemed to contain the number of Lots designated for residential use on the site plan approved by the Declarant until such time as the parcel is shown on a subdivision plat.

I.23 "Master Plan":

The Conceptual Master Plan for Longview Carolina, as such plan may be amended from time to time, which plan includes the property described on Exhibit "A" and all or a portion of the Additional Property described on Exhibit "B" that Declarant may from time to time subject to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property, described in Exhibit "B", from the Master Plan bar its later annexation as provided herein. The Declarant shall not be bound by any Master Plan, use or restriction of use shown on any Master Plan, and may, in: its sole discretion and from time to time, change or revise the Master Plan, develop or not develop the remaining undeveloped property or Common Area or amenities shown on any Master Plan provided that such modifications are

made to the benefit of the community. Notwithstanding the above, all present and future references to the Master Plan shall refer to the then latest version of the Master Plan prepared for the Declarant.

I.24 "Member":

A Person entitled to membership in the Association.

I.25 "Mortgage":

A mortgage, a deed to secure debt, security deed, and any and all other similar instruments used for the purpose of encumbering real property as security for the payment or satisfaction of an obligation.

I.26 "Mortgagee":

A beneficiary or holder of a Mortgage.

I.27 "Open Spaces":

That portion of the Properties that may be depicted on the Master Plan, including agricultural and forestry land and water, that is in its undeveloped natural state, and that has been developed only to the extent consistent with, or is restored to be consistent with, one or more following goals: (a) water protection for rivers, streams and labs; (b) flood protection; (c) wetlands production; reduction of erosion through protection of steep slopes with edible soils, and stream banks; protection of or repair of riparian buffers and other areas that serve as natural habitat and corridors for native plants and animal species; (d) scenic protection; (e) protection of archaeological and historic resources; (f) provision of recreation in the form of hiking, camping, fishing, running, jogging, biking, walking, and similar outdoor activities; and (g) connection of existing or planned areas contributing to the goals set forth into this Section.

I.28 "Owner":

One (1) or more Persons who hold the record title to any Lot, excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

I.29 "Person":

A natural person, a corporation, a limited liability company, a partnership, a trustee, or any other legal entity.

I.30 "Properties":

Refers collectively to the properties known as the Longview Carolina Property which are more fully described in Exhibit "A", attached hereto.

I.31 "Special Assessment":

An assessment levied in accordance with Section X.5.

Article. II Use of Property

II.1 Common Area.

Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

(a) This Declaration and any other applicable covenants, as they may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying

such property to the Association;

(b) The right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;

(c) The right of the Board to suspend the right of an Owner to use recreational facilities, if any, within the common Area (i) for any period during which any charge against such Owner's Lot remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation, or for a longer period in the case of any continuing violation, of the Declaration, any applicable Supplemental Declaration, the By-Laws, or rules of the Association after notice and a hearing pursuant to Section 3.3(f) of the Bylaws;

(d) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area pursuant to Section IV.8;

(e) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth in Section IV.2; and

(f) Any Owner may extend his or her right of use and enjoyment to the members of, his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessee of such Lot.

II.2 Private Streets.

Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to, over and across any Private Streets and roads within the Properties, for the purpose of ingress and egress to public rights-of-way. The right and nonexclusive easements granted herein are to the title to each Lot, subject to:

(a) This Declaration and all other Governing Documents;
(b) The right of the Declarant, as long as the Declarant owns the Private Streets, to adopt, amend and repeal rules regulating the use and enjoyment of the Private Streets, provided that the Declarant shall not by the adoption of any rule or regulation bar reasonable access of the Owners across the Private Streets;
(c) The right of the Declarant to dedicate all or any part of Private Streets;
(d) The right of the Declarant to mortgage, pledge, or hypothecate any or all of the Private Streets as security for money borrowed or debts incurred, provided that the Declarant shall not subject the Private Street to any security instrument without obtaining the agreement of the lender to subordinate its interest in the Private Streets to the easements for the Owners contained in this Section; and
(e) The rights of the Declarant and the Association to maintain the Private Streets.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable.

II.3 View Impairment.

Neither the Declarant, the Association, nor the owners and/or operators of any structure located within the Common Area, guarantees or represents that any view over and across any Common Area, public

park or other facility or amenity from Lots will be preserved without impairment. The owners of such areas shall have no obligation to prune or thin trees or perform any other landscaping and shall have the right, in their sole and absolute discretion, to add trees and other landscaping or to install improvements or barriers (both natural and artificial) to such areas from time to time. Any such additions or changes may diminish or obstruct any view from the Lot and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed. Each Owner, by acceptance of a deed, acknowledges that any view of Common Area, Open Space, a public park or other facility or amenity which the Lot may enjoy as of the date of the purchase of the Lot may be impaired by the natural growth of existing landscaping, the installation of additional trees, other landscaping or other types of improvements or barriers (both natural and artificial) within such areas.

II.4 Farming and Agricultural Operations.

It is anticipated that certain portions of the Properties will be designated for Agricultural Operations. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, hereby acknowledges that Agricultural Operations may have associated noise, odor and visual impacts that are characteristic of farm and other Agricultural Operations; and further acknowledges that Declarant and Association shall have no obligation or responsibility to alleviate or eliminate said noise, odor or visual impact associated therewith; and, furthermore, understands and agrees that neither the Declarant, the Association nor any officer, director, member or employee of the foregoing, shall be held liable for any injury, damages or loss arising from Agricultural Operations.

II.5 Utility Lines.

Each Owner, occupant, guest, and invitee acknowledges that neither the Association, the Board nor Declarant shall in any way be considered insurers or guarantors of health and/or or safety within the Properties and neither the Association, the Board, nor Declarant shall be held liable for any personal injury, illness or any other loss or damage caused by the presence or malfunction of utility lines or utility sub-stations adjacent to, near, over, or on the Properties. Each Owner, occupant, guest, and invitee assumes all risk of personal injury, illness, or other loss or damage arising from the presence of utility lines or utility sub-stations and further acknowledges that neither Declarant nor the Association have made any representation of warranties, nor has any Owner, occupant, guest, or invitee relied upon any representations or warranties expressed or implied, relative to the condition or impact of utility lines or utility sub-stations.

II.6 Trails.

The Declarant reserves for itself, its successors and assigns, and the Association, the right to designate certain areas within the Properties, including the Common Area and Open Spaces, to be used as recreational bike and pedestrian pathways, and trails ("Trail System"). Each Owner acknowledges, understands and covenants to inform the occupants of such Owner's Lot, that the Properties may contain a Trail System and that there may be certain inconveniences and loss of privacy associated with the ownership of Lots adjacent to such trail system resulting from the use of the Trail System by the Declarant, the Association, its Members, their tenants, occupants, guests and invitees and the public.

Article. III Membership and Voting Rights

III.1 Membership.

Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event a Lot is owned by more than one (1) Person, all co-Owners shall be entitled to the privileges of membership, subject to the restrictions on voting set forth in Section 4.2 and in the By-Laws and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The membership rights and

privileges of an Owner who is a natural person may be exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

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III.2 Voting.

The Association shall have two (2) classes of membership, Class "A" and Class "B".

(a) Class "A".

Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership under Section 3.1; there shall be only one (1) vote per Lot. In any situation where there is more than one (1) Owner of a particular Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary to the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

(b) Class "B".

The sole Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to five (5) equal votes for each Lot that it owns subject to this Declaration. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in Section 3.1(b) of the By-Laws. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board of Directors and committees as provided in Section 3.1(c) of the By-Laws. Additional rights of the Class "B" Member are specified elsewhere in the Declaration and the By-Laws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

1) Two (2) years after expiration of the Class "B" Control Period pursuant to Article 3 of the By-Laws;
2) When, in its discretion, the Declarant so determines and declares in a recorded instrument; or
3) When the Declarant no longer owns a Lot within Properties.

Article. IV Association Functions

IV.1 Common Area.

The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas) and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

(a) Declarant shall retain control of any and all structures located on that property designated as "Amenity Area", containing 4.11 acres, more or less, on the Final Plat (the "Amenity Area") and all access to and from the same. Declarant shall have sole authority and discretion to develop or not develop the Amenity Area in a manner that best suits the needs and character of the Development. Declarant may, in its discretion, transfer ownership of the Amenity Area to the Association, at which point the Association shall become solely responsible for the maintenance, operation and upkeep thereof.

IV.2 Personal Property and Real Property for Common Use.

The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Declarant or its designee may convey to the Association improved or unimproved real estate located within the property described in Exhibits "A" and "B", personal property, leasehold and/or other property interests. Upon conveyance or dedication by the Declarant to the Association, such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions or limitations set forth in the deed of conveyance.

IV.3 Rules and Regulations.

The Association, through its Board of Directors, may make, modify and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Such rules and regulations shall be binding upon all Owners, occupants, invitees, and licensees, if any until and unless overruled, cancelled, or modified at a regular or special meeting of the Association by the vote of Members holding at least sixty-seven percent (67%) of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership shall exist.

IV.4 Enforcement.

The Association shall be authorized to impose sanctions for violations of this Declaration, the By-Laws, and/or rules and regulations. Sanctions may include reasonable monetary fines and suspension of the rights to vote and/or to use any recreational facilities within the Common Area. In addition, the Association, through the Board, in accordance with Section 3.3(f) of the By-Laws, shall have the right to exercise self-help to cure violations and shall be entitled to suspend any services provided by the Association to any Owner or such Owner's Lot in the event that such Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association. The Board shall have the power to seek relief in any court for violations or to abate nuisances. Sanctions shall be imposed as provided in the By-Laws.

IV.5 Implied Rights.

The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws. The Association may also exercise every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

IV.6 Governmental Interests.

For so long as the Declarant owns any property described on Exhibits "A" and/or "B" the Association shall permit the Declarant to designate sites within the Properties for fire, police, water and sewer facilities, parks, and other public facilities. The sites may include portions of the Common Areas and upon written notice from Declarant, the Association shall execute such documents as may be necessary to convey or dedicate property for such purposes.

IV.7 Indemnification.

The Association, to the fullest extent allowed by applicable law and in accordance therewith, shall indemnify every officer, director, and committee member against any and all damages and expenses, including attorney's fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and

directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers and director's liability insurance to fund this obligation, if such insurance is reasonably available.

IV.8 Dedication of Common Areas.

The Board shall have the power to dedicate portions of the Common Areas to any local, state, or federal governmental entity, subject to such approval as may be required by Section XIV.2.

IV.9 Security.

The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of safety and/or security within the Properties. Neither the Association, the Declarant, nor any successor to Declarant, shall be held liable for any loss or damage for failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Lot, and all tenants, guests, and invitees of any Owner, acknowledge that the Association, and its Board of Directors, the Declarant, any successor to Declarant, and Longview Carolina Architectural Review Committees do not represent or warrant that any entry gate, patrolling of the Properties, or other security system designated by or installed according to guidelines established by the Declarant may not be compromised or circumvented; nor that any entry gate, patrolling of the Properties, or other security systems will prevent loss by burglary, theft, robbery, or otherwise; nor that any entry gate, patrolling of the Properties or other security systems will in all cases provide the detection or protection for which the system is designed and intended. All Owners and occupants of any Lot, and all tenants, guests, and invitees of any Owner, acknowledge and understand that the Association, its Board of Directors, committees, Declarant, or any successor declarant are not insurers. All Owners and occupants of any Lot and all tenants, guests, and invitees of any Owner assume all risks for loss or damage to persons, to Lots, and to the contents of Lots and further acknowledge that the Association, its Board of Directors, committees, the Declarant, or any successor declarant have made no representations or warranties, or has any Owner, occupant, or any tenant, guest, or invitee of any Owner relied upon any representation or warranties, expressed or implied, relative to any entry gate, patrolling of the properties or other security systems recommended or installed or any security measures undertaken within the Properties.

IV.10 Covenant(s) to Share Costs.

So long as the Class "B" membership exists, the Declarant may, but shall not be obligated to, execute and record various declarations, covenants, and deed restrictions which may constitute covenants running with the title to certain parcels of land outside the Properties, assigning to the owners and occupants of such parcels and their members, guests, employees, agents and invitees, as applicable, certain rights to use all or portions of the Common Areas and obligating the owners of such parcels to share in the certain costs incurred by the Association which benefit such parcels. Such Covenants to Share Costs may expand the Area of Common Responsibility and provide remedies to the owners of such parcels for the Association's failure to perform. Upon request of the Declarant, the Association shall join in such Covenants to Share Costs. The Association shall comply with the terms of any and all such Covenants to Share Costs.

IV.11 Relationship With Tax-Exempt Organizations.

The Declarant or the Community Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area, or convey portions of the Common Area, to non-profit, tax exempt organizations, including, but not limited the Community Association, for the benefit of the Properties. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code, including, but not limited to, Sections 50l(c)(3) or 50l(c)(4) thereof.

Article. V Maintenance

V.1 Association's Responsibility.

The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. The Area of Common Responsibility shall include, but need not be limited to: (1) all landscaping and other flora, parks, agricultural land, meadows, scenic overlooks, structures, and improvements, including bike and pedestrian pathways/trails serving the Properties or situated upon the Common Area; (2) any private streets shown on any recorded plat of the Properties serving the Properties or situated upon the Common Area or a Lot; and (3) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any Covenant to Share Costs, or any covenant, contract, or agreement for maintenance thereof entered into by the Association. The Association may maintain other property that it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the Base Assessment.

V.2 Owners Responsibility.

Except to the extent otherwise specifically provided above, each Owner shall maintain his or her Lot and all structures, parking areas, and other improvements on the Lot in a manner consistent with the Community Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Lot. In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with Section X.7. However, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

V.3 Standard of Performance.

Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. Neither the Association, the Declarant, any Owner shall be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities hereunder.

V.4 Party Walls, Party Fences and Party Driveways.

(a) Applicability.

Each wall, fence or driveway built as a part of the original construction on the Lots:

1) any part of which is built upon or straddling the boundary line between two adjoining Lots; or

2) which is built within four feet of the boundary line between adjoining Lots, has no windows or doors, and is intended to serve as a privacy wall for the benefit of the adjoining Lot; or

3) which, in the reasonable determination of the Board, otherwise serves and/or separates two adjoining Lots, regardless of whether constructed wholly within the boundaries of one Lot; shall constitute a party wall, party fence, or party driveway, respectively (herein referred to as "party structures"). The Owners of each such Lot (the "Adjoining Owners") shall own that portion of the party structure lying within the boundaries of their respective Lots and shall have an easement for use and enjoyment and, if needed, for support, in that portion, if any, of the party structure lying within the boundaries of the adjoining Lot.

(b) Maintenance.

Upon written request of either Adjoining Owner, which request is delivered to the Board with a copy to the other Adjoining Owner, and agreement of the Board that a party structure is in need of maintenance, repair or replacement, the Board shall perform the necessary maintenance, repair or replacement of the party structure on behalf of the Owners. Except as otherwise provided in subsection (c) below, all costs of such maintenance, repair or replacement shall be assessed equally to the Adjoining Owners and their Lots as a Benefited Assessment under Section X.6.

(c) Damage and Destruction.

Each Adjoining Owner shall be responsible for maintaining a property insurance policy on that portion of any party structure lying within the boundaries of such Owner's Lot, as more particularly provided in Section VI.3, and shall be entitled to all insurance proceeds paid under such policy on account of any insured loss. If a party structure is destroyed or damaged by fire or other casualty, the Board shall proceed promptly to repair or restore the party structure and shall assess all costs incurred against the Adjoining Owner who is responsible for insuring the party structure and against his or her Lot as a Benefited Assessment under Section X.6. If both Adjoining Owners are responsible for insuring portions of the party structure, then such costs shall be assessed equally against the Adjoining Owners and their Lots. However, nothing herein shall prejudice the right of either Adjoining Owner to recover from the other under any rule of law regarding liability for negligent or willful acts or omissions.

V.5 Access Maintenance Agreements.

Adjacent to or in the vicinity of the Properties are certain residential, nonresidential or recreational areas, which are not subject to this Declaration and which are neither Lots nor Common Area as defined in this Declaration (hereinafter “Adjacent Properties”). The owners of such Adjacent Properties shall not be Members of the Community Association, shall not be entitled to vote, and shall not be subject to assessment under Article X of this Declaration. The Community Association may enter into one (1) or more Access Agreements with the owners of the Adjacent Properties:

(a) to grant non-exclusive permanent easements over adjacent properties for (i) ingress and egress to the Properties over the entrance drive and related improvements;(ii) sewer, water, telephone, cable, gas and electric Utility lines, and (iii) signage;

(b) to grant a permanent, non-exclusive easement for detention ponds and related facilities for storm water drainage;

(c) to grant a non-exclusive permanent easement for ingress and egress to trails;

(d) to establish rules and regulations regarding the use of the easement areas located on the

adjacent properties;

(e) to grant a non-exclusive permanent landscape easement adjoining the entrance drive and related improvements;

(f) to grant a non-exclusive permanent easement for (i) water, telephone, cable, gas and electric Utilities; and (ii) cuts, fills and slopes for the entrance drive and related improvements and the retaining walls;

(g) to obligate the Community Association to manage and pay for the maintenance, repair, replacement and insuring of portions of the adjacent properties which are used by the Owners within the Properties;

(h) to establish rules and regulations regarding the use of any adjacent properties.

Article. VI Insurance

VI.1 Association Insurance.

The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect if reasonably available the following types of insurance:

1) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and on other portions of the area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full insurable replacement cost of the insured property.

2) A commercial general liability policy on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability policy shall have a limit of at least $1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage;

3) Workers Compensation insurance and employer's liability insurance if and to the extent required by law;

4) Directors' and Officers' Liability Coverage

5) Fidelity insurance covering all persons responsible for handling Association funds in an amount determined by its best business judgment but not less than one-sixth of the annual Base Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation; and

6) Such additional insurance as the Board, in its best business judgment, determines advisable.

VI.2 Association Policy Requirements.

The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be familiar with insurable replacement costs in the Pickens County, South Carolina area. All Association policies shall provide for a certificate of insurance to be furnished to each Member insured, to the Association, if any. Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the Base

Assessment. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 3.3(f) of the By-Laws, that the loss is the result of the negligence or willful conduct of one of more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owners and their Lots in accordance with Section X.7.

(a) All insurance coverage obtained by the board shall:

1) Be written with a company authorized to do business in the State of South Carolina, as applicable to the situs of the insured property, which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board requires;
2) Be written in the name of the Association as trustee for the benefited parties. Policies on the Common Area shall be for the benefit of the Association and its Members as their interests may appear,
3) Not be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees;
4) Contain an inflation guard endorsement; and
5) Include an agreed amount endorsement if the policy contains a coinsurance clause.

(b) In addition, the Board shall be required to use reasonable efforts to secure insurance policies providing the following:

1) A waiver of subrogation as to any claims against The Association's Board, officers, employee, and its manager, the Owners and their tenants, servants, agents, and guests;
2) A waiver of the insurer's right to repair and reconstruct instead of paying cash;
3) An endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;
4) An endorsement excluding individual Owners' policies from consideration under any "other insurance" clause;
5) An endorsement requiring at least 30 days prior written notice to the Association of any cancellation, substantial modification, or nonrenewal;
6) A cross liability provision;
7) Vest in the Board exclusive authority to adjust losses; provided, mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss; and
8) List the Lot Owners as additional insureds under the policy.

VI.3 Owners Insurance.

By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full insurable replacement cost of his or her Lot, less a reasonable deductible, and liability insurance. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising a Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs that are not covered by insurance proceeds.

VI.4 Damage and Destruction.

1) Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair, or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

2) Any damage to or destruction of the Common Area shall be repaired or reconstructed unless Members holding at least sixty-seven percent (67%) of the total Class "A" votes in the Association and the Class "B" Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct.

3) Any damage to or destruction of the common property of any Neighborhood Association shall be repaired or reconstructed unless the Owners holding at least sixty-seven (67%) of the total vote of the Neighborhood Association decide within sixty (60) days after the damage or destruction not to repair or reconstruct.

4) If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 60-day period, then the period may be extended for not more than sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

5) If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

VI.5 Disbursement of Proceeds.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

VI.6 Repair and Reconstruction.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors shall, without a vote of the Members, levy Benefited Assessments against those Owners responsible for the premiums for the applicable insurance coverage under Section VI.1.

Article. VII No Partition

Except as is permitted in this Declaration or amendments hereto, the Common Area shall remain undivided, and no Owner nor any other Person shall bring any action for partition of the whole or any part thereof without the written consent of all Owners and Mortgagees.

Article. VIII Condemnation

If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting upon approval of Members holding at least sixty-seven percent (67%) of the total Class "A" votes in the Association and of the Declarant, as long as the Declarant owns any property described in Exhibit "A") by any authority having the power of condemnation or eminent domain, each Owner, shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibit "A" of this Declaration, and Members holding at least sixty-seven percent (67%) of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the provisions in Article 6 hereof regarding the disbursement of funds for the repair of casualty damage or destruction shall apply.

If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors shall determine.

Article. IX Annexation and Withdrawal of Property

IX.1 Annexation by Declarant.

Until twenty-five (25) years after the recording of this Declaration in the Public Records, Declarant may from time to time unilaterally subject to the provisions of this Declaration all or any portion of the Additional Property. The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by Declarant. Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property being annexed. Such Supplemental Declaration shall not require the consent of Members but shall require the consent of the owner of such property to be annexed, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the Additional Property in any manner whatsoever. Additionally, the term "Annexation" as used herein shall only apply to actions by the Declarant and is not applicable to or related to any annexation actions taken by the County for purposes of expanding the jurisdictional territory of the County pursuant to applicable law.

IX.2 Annexation by Membership.

The Community Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members holding a Majority of the Class "A" votes of the Community Association represented at a meeting duly called for such purpose, and, during the Development Period, the written consent of the Declarant. Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the president and the secretary of the Community Association, and by the owner of the annexed property, and by the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

IX.3 Withdrawal of Property.

The Declarant reserves the right to amend this Declaration during the Development Period, for the purpose of removing any portion of the Properties from the coverage of this Declaration, provided such withdrawal does not require any additional consent by the Act, is not unequivocally contrary to the overall uniform scheme of development for Longview Carolina and/or to the extent that such property was originally subjected in error. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn if not the Declarant. If the property is Common Area, the Board shall consent to such withdrawal with such consent by the Community Association deemed to be given upon the filing of an amendment as required herein.

IX.4 Additional Covenants and Easements.

The Declarant may unilaterally subject any portion of the Properties to additional covenants and easements, including, without limitation, covenants obligating the Community Association to maintain and insure such property on behalf of the Owners. Such additional covenants and easements shall be set forth in a Supplemental Declaration, filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of the property affected by such additional covenants and easements, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration, including but not limited to provisions relating to assessment obligations, capitalization amounts and transfer fees, as they apply to the subject property in order to reflect the different character and intended use of such property.

IX.5 Amendment of Article 10.

This Article IX shall not be amended without the prior written consent of Declarant so long as the Declarant owns any property described in Exhibit "A".

Article. X Assessments

X.1 Creation of Assessments.

There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in Section X.8. There shall be Three (3) types of assessments: (a) Base Assessments to fund Common Expenses for the general benefit of all Lots; (b) Special Assessments as described in Section X.5; and (c) Benefited Assessments as described in Section X.6. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments. All assessments, together with interest at a rate to be set by the Board (not to exceed the highest rate allowed by South Carolina law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in

Section X.7. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. In the event of a transfer of title to a Lot, the grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. However, no first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments that accrued prior to such acquisition of title. The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. If the Board so elects, assessments may be paid in installments. Unless the Board otherwise provides, the Base shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately. No Owner may waive or otherwise exempt himself or herself from liability for the assessments, including, by way of illustration and not limitation, by non-use of Common Area or abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

X.2 Declarant's Obligation for Assessments.

The Declarant shall pay assessments on all Lots owned by Declarant which are subject to assessments as set forth in Article X, if any. The Declarant shall pay on the same basis as any other Owner in accordance with this Article X for the first two years after the recording of the final plat, Thereafter, Declarant shall be responsible for paying an amount equal to 20% of the annual Base Assessment per Declarant owned Lot. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for the payment of some portion of the Common Expenses.

X.3 Computation of Base Assessment.

It shall be the duty of the Board, at least ninety (90) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve and in accordance with a budget separately prepared as provided in Section X.4. The Base Assessment shall be levied equally against all Lots and shall be set at a level that is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. The Base Assessment may be increased each year without the approval of the Members by 10% per annum simple interest on a cumulative basis, excluding any capital contributions required to be paid in any one year. For instance, if the Base Assessment in year 1 is $100, it may be increased to $110 in year 2. If, instead, the Base Assessment in year 2 remains the same as year 1 at $100, the Base Assessment for year 3 may be increased to $120 without a vote of the Members. If the proposed budget would result in a Base Assessment increase exceeding 10% per annum, simple interest on a cumulative basis as aforesaid, the proposed budget and Base Assessment must be approved by a majority of the Members voting in person or by written ballot, at or for which a quorum is present or voting by ballot, as the case may be. In setting the Base Assessment, the Board shall take into account the number of Lots subject to assessment under Section X.8 on the first day of the fiscal year for which the budget is prepared and the number of Lots

reasonably anticipated to become subject to assessment during the fiscal year. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any amounts due from any party pursuant to a Covenant to Share Costs. The Board shall cause a copy of the budget and notice of the amount of the Base Assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Members holding at least sixty-seven percent (67%) of the total votes in the Association and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within ten (10) days after the delivery of the notice of assessments. Notwithstanding the foregoing, however, in the event the proposed budget is disapproved, or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

X.4 Reserve Budget and Capital Contribution.

The Board of Directors shall annually prepare reserve budgets for both general and Neighborhood purposes, which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in Sections X.2 and X.3.

X.5 Special Assessments.

In addition to other assessments authorized hereunder, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall have the affirmative vote or written consent of Members holding at least a majority of the total votes allocated to Lots which will be subject to such Special Assessment, and the affirmative vote or written consent of the Class “B” Member, if such exists.

Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

X.6 Benefited Assessments.

The Board shall have the power to specifically assess expenses of the Association against Lots (a) receiving benefits, items, or services not provided to all Lots within the Properties that are incurred upon request of the Owner of a Lot for specific items or services relating to the Lot or (b) that are incurred as a consequence of the conduct of a particular Owner or Owners, occupants of such Owners’ Units or their licensees, invitees, or guests. The Association may also levy a Benefited Assessment against any Lot to reimburse the Association for costs incurred in bringing the Lot into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, and the Association rules and regulations. Such Benefited Assessments may be levied upon the vote of the Board after notice to the Owner, as applicable, and an opportunity for a hearing.

X.7 Lien for Assessments.

The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of applicable law), and costs of collection (including attorney's fees). Such lien shall be prior and superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure in accordance with the law of the situs of the property. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at the foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot. During the period in which a Lot is owned by the Association following foreclosure: (a) no right of vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any assessments thereafter becoming due. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien as to any installments of such assessments that became due prior to such sale or transfer. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be personally liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment, including such acquirer, its successors and assigns.

X.8 Date of Commencement of Assessments.

The obligation to pay the assessments provided for herein shall commence as to a Lot on the first day of the month following: (a) the month in which the Lot is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

X.9 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 shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in Collections may be assessed retroactively by the Association.

X.10 Capitalization of Association.

Upon acquisition of record title to a Lot by the first Owner thereof other than the Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth (1/6) of the annual Base Assessment per Lot for that year as determined by the Board. This amount shall be in addition to, not in lieu of, the annual Base Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

X.11 Exempt Property.

The following property shall be exempt from payment of Base Assessments, Special Assessments, and Benefited Assessments:

(a) All Common Area;

(b) All property dedicated to and accepted by any governmental authority or public utility, including without limitation public schools, public streets, and public parks, if any.

Article. XI Architectural Standards

XI.1 General.

No structure shall be placed, erected, or installed upon any Lot, and no construction or modification (including staking, clearing, excavation, grading and other site work, exterior alteration or modification of existing improvements, and planting or removal of plants, trees, or shrubs) shall take place except in strict compliance with this Article, until the requirements below have been fully met, and approval of the appropriate committee has been obtained pursuant to this Article XI.

Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her Lot or to paint the interior of his or her Lot any color desired. However, modifications or alterations to the interior of screened porches, patios, and similar portions of a Lot visible from outside the Lot shall be subject to approval. No permission or approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or other qualified building designer.

This Article shall not apply to the activities of the Declarant nor to construction or improvements or modifications to the Common Area by or on behalf of the Association.

This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration.

(a) For Lots numbered C-1 through C-11 on the Final Plat (hereinafter the “Cottages”), no living structure shall be erected thereon that contains less than eight hundred (800 sq. ft.) square feet of heated space.

(b) For Lots numbered 1 through 78 on the Final Plat, no living structure shall be erected thereon that contains less than one thousand five hundred (1,500 sq. ft.) square feet of heated space for a one floor structure or two thousand, two hundred (2,200 sq. ft.) square feet of heated space for a structure of two or more floors. Furthermore, the footprint of any living structure erected on Lots 1 through 78 shall contain a maximum area of twenty (20%) percent of the total square footage of the Lot such structure is located upon.

XI.2 Architectural Review.

Responsibility for administration of the Design Guidelines, as defined below, and review of all applications for construction and modifications under this Article shall be handled by the Longview Carolina Architectural Review Board, as described herein. The members of the committees need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time

by the Board of Directors. The Board of Directors may establish reasonable fees to be charged by the committees on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application.

XI.3 Longview Carolina Architectural Review Board.

The Longview Carolina Architectural Review Board, herein after "ARB" shall consist of at least three (3), but no more than five (5), Persons and shall have exclusive jurisdiction over all original construction on any portion of the Properties. Until one hundred percent (100%) of the Properties have been developed and conveyed to owners other than Declarant the Declarant retains the right to appoint all members of the ARB who shall serve at the discretion of the Declarant. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint members of the ARB, who shall serve and may be removed at the Board's discretion.

XI.4 Guidelines and Procedures.

The Declarant shall prepare the initial design and development guidelines and application and review procedures (the "Design Guidelines"), which shall be applicable to all construction activities within the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use of such portion of the Properties.

The ARB shall adopt such Design Guidelines at its initial organizational meeting and, thereafter, shall have sole and full authority to amend them from time to time.

The ARB shall make the Design Guidelines available to Owners and Builders who seek to engage in development of or construction upon all or any portion of the Properties and all such Persons shall conduct their activities in strict accordance with such Design Guidelines. Any amendments of the Design Guidelines adopted from time to time by the ARB in accordance with this Section shall apply to construction and modifications commenced after the date of such amendment only and shall not apply to require modifications to or removal of structures previously approved by ARB once the approved construction or modification has commenced. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed construction and modifications shall be submitted to the ARB for review and approval (or disapproval). In addition, information concerning, without limitation, irrigation systems, drainage, lighting, fences, outdoor pools, and any other special features of such proposed construction or modification, as applicable, shall be submitted. If the ARB fails to approve or to disapprove any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the ARB pursuant to Section XI.6.

XI.5 No Waiver of Future Approvals.

The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

XI.6 Variance.

The ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances

may be granted, however, only when unique circumstances dictate, and no variance shall (a) be effective unless in writing; (b) be contrary to the restrictions set forth in this Declaration; or (c) estop the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

XI.7 Limitation of Liability.

Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the ARB shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

XI.8 Enforcement.

Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board, Owners shall, at their own cost and expense, bring such construction, alteration or other work into conformity with this Article to the satisfaction of the Board or remove such construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the construction, alteration or other work. Should an Owner fail to remove and restore as required hereunder, the Association shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Lot and collected as a Benefited Assessment pursuant to Section X.6.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, its officers, nor directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARB.

XI.9 Easements and Common Area Dedications.

As a prerequisite of approval of plans, the ARB shall have the power to require an Owner who has submitted plans to grant any reasonable Utility and drainage easements as may be required for the enjoyment and benefit of the Owners or the Association. Where possible, the ARB shall attempt to locate any such required easements along the perimeter of the Lot, within existing or proposed rights-of way, within other existing or proposed easements, or in such a manner as to not materially impair the proposed use of the Lot.

XI.10 Architect, Builder and General Contractor Approval.

In order to ensure that appropriate stands of construction are maintained throughout the Properties, all architects, builders and general contractors must be approved by the ARB prior to engaging in any construction activities within the properties. The ARB shall implement a review process utilizing established criteria and requiring the submission of a written application for approval. Approval of any plans may be withheld until such time as the Owner's architect, builder or contractor

has been approved by the ARB. Approval of an architect, builder or general contractor may be conditioned upon an agreement with the ARB to maintain certain insurance coverages required by the ARB, pay construction deposits to ensure completion of a project without damage to the Properties, and pay fees determined by the ARB, from time to time. Approval of the architects, builders and contracts may not be construed as a recommendation of a specific architect, builder or contractor by the ARB or the Declarant, nor a guarantee or endorsement of the work of such architect, builder or contractor. The ARB shall maintain a list of general architects, builders or general contractors who are currently approved, and shall provide copies of the list to Owners upon request. Once approved (unless such approval is withdrawn by the ARB), an approved architect, builder or contractor shall not be required to re-submit to the approval process.

Article. XII Use Restrictions and Rules

XII.1 Plan of Development; Applicability; Effect.

Declarant has established a general plan of development for the Properties under this Declaration in order to protect all Owners' quality of life and collective interests, the aesthetics and, environment within the Properties, and the vitality of and sense of community within the Properties, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs, and desires within the community. The Properties are subject to Design Guidelines as set forth in Article XI and other restrictions governing land development, architectural control, individual conduct and uses of or actions upon the Properties. This Declaration, and the rules and resolutions adopted by the Board or the Members establish affirmative and negative covenants, easements, and restrictions on the Properties.

All provisions of this Declaration and any rules shall apply to all Owners, occupants, tenants, guests and invitees of any Lot. Any lease on any Lot shall provide that the lessee and all occupants of the leased Lot shall be bound by the terms of this Declaration, the By-Laws, and the rules of the Association.

XII.2 Authority to Promulgate Use Restrictions and Rules.

Subject to the terms of this Article and in accordance with its duty of care and undivided loyalty to the Association and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the Use Restrictions and Rules set forth. The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Any such rules shall become effective unless disapproved at a meeting by Members holding at least sixty-seven percent (67%) of the total Class "A" votes and by the Class "B" Member, if any. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon petition of the Members as required for special meetings in By-Laws, Section 2.4. Alternatively, the Members, at a meeting duly called for such purpose as provided in By-Laws, Section 2.4, may adopt rules which modify, cancel, limit, create exceptions to, or expand the Use Restrictions and previously adopted rules by a vote of Members holding sixty-seven percent (67%) of the total Class "A" votes and the approval of the Class "B" Member, if any. At least 30 days prior to the effective date of any action under subsections (a) or (b) of this Section, the Board shall send a copy of the rule to each Owner. The Association shall provide, without cost, a copy of the Use Restrictions and rules then in effect to any requesting Member or Mortgagee.

XII.3 Owners' Acknowledgment.

All Owners and occupants of Lots are given notice that use of their Lots is limited by the Use Restrictions and Rules as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by this provision and that the Use Restrictions and Rules may change from time to time.

XII.4 Rights of Owners.

Except as may be specifically set forth in this Declaration (either initially or by amendment), neither the Board nor the Members may adopt any rule in violation of the following provisions:

(a) Equal Treatment.

Similarly situated Owners and occupants shall be treated similarly.

(b) Religious and Holiday Displays.

The rights of Owners and occupants to display religious and holiday signs, symbols, and decorations inside structures on their Lots of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopted reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

(c) Household Composition.

No rule shall interfere with the freedom of occupants of Lots to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot and its fair use of the Common Area.

XII.5 Restricted Activities.

The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board:

(a) Parking of commercial vehicles, recreational vehicles, trailers, mobile homes, boats or other watercraft, or other oversized vehicles, stored vehicles or inoperable vehicles in places other than enclosed garages or storage building.

(b) Capturing, trapping or killing of wildlife within the Properties, accept in circumstances posing an imminent threat to the safety of persons using the Properties; or when approved by the Association as a means to control wildlife population.

(c) Obstruction or re-channeling of drainage flows after location and installation of drainage swells, storm sewers, or storm drains, except that the Declarant and the Association shall have such right, provided; the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent;

(d) Changing the boundary lines of any Lot, except that the Declarant and Builders, with Declarant's consent, shall be permitted to subdivide or change the boundary lines of Lots which they own;

(e) Operation of a timesharing, fraction-sharing, or similar program whereby the right to

exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years. This provision shall not apply to Lots number C-1 through C-11.

(f) Any business, trade, garages sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as:

(i) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot;

(ii) the business activity conforms to all zoning requirements for the Properties;

(iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and

(iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. This subsection shall not apply to any activity conducted by the Declarant, a Builder approved by the Declarant of any assignee of the Declarant with respect to its development and sale of the Properties or its use of any Lots that it owns within the Properties.

XII.6 Common Areas, Plazas. Sidewalks. and Bike and Pedestrian Pathways/Trails.

(a) Owners and Occupants of Lots, as well as their employees, lessees, invitees, clients, customers, guests, and pets shall refrain from any actions which deter from the enjoyment by other Owners of areas within the Properties designated as Common Area, pedestrian plazas, sidewalks, bike and pedestrian pathways/trails, and Private Streets, lanes, and alleys. Notwithstanding the fact that certain Open Space and greenspace, such as portions of the trail system, may not be a part of the Properties, Owners and Occupants of Lots, their employees, the lessees, invitees, client, customers, guests, and pets shall refrain from any actions which deter from the enjoyment of such areas by other Owners or Occupants and members of the general public. The Owners or Occupants of Lots shall be solely responsible for the actions of their employees, lessees, invitees, clients, customers, guests and pets. Prohibited activities shall include without limitation, activities which obstruct the Common Area, Open Space and/or the other greenspace, maintenance of dogs or other pets under conditions which interfere with the use of the specified areas by other Owners, their tenants and invitees, playing of loud radios or musical instruments, holding of large gatherings without advance approval of the Board, loitering, erecting tents, stages or other temporary structures, installing vending machines, and soliciting. Such activities shall only be permitted for events approved in advance by the Board and otherwise permitted under this Declaration. The Board may promulgate other rules and restrictions for the use of these areas.

(b) Special Events held within the Properties by any Person other than the Declarant or a Declarant-Related Entity, including, without limitation, educational, cultural, entertainment, promotional, sporting or social events expected to draw increased vehicle, bicycle, and pedestrian traffic to the Common Area, Open Space, pedestrian plazas, sidewalks, or trail system within the Properties shall be approved in advance by the Board. Such approval shall be in the sole discretion of the Board.

XII.7 Private Streets.

The Private Streets shall be subject to the provisions of this Declaration regarding use of Common Area. Additionally, Owners of Lots and other permitted users of the Private Streets shall be obligated to refrain from any actions which would deter from or interfere with the use and enjoyment of the Private Streets by other authorized users of the Private Streets. Prohibited activities shall include, without limitation, obstruction of any of the Private Streets.

XII.8 Environmental Protection.

Any activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Properties or adjoining buffer zones or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution are prohibited. Restricted and prohibited activities include, without limitation, the following:

(a) dumping of grass clippings, leaves or other debris, chemicals, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any buffer zone, drainage or irrigation ditch, swale or elsewhere within the Properties or adjoining areas, except that fertilizer may be applied to landscaping on Lots provided care is taken to minimize runoff;

(b) obstructing, rechanneling or otherwise interfering with drainage flows and installation of drainage swales, storm sewers, or storm drains, except that the Declarant, any Declarant-Related Entity and the Association shall have such right, provided that the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent; and

(c) installing of sprinkler or irrigation systems of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, or canals within the Properties, except that Declarant, any Declarant-Related Entity and the Association shall have the right to draw water from such sources.

(d) Living trees shall be removed from the Properties only in conformance with plans approved by the ARB and in accordance with this Article XII.

XII.9 Wetlands.

All areas designated on a recorded plat as "wetlands" shall be generally left in a natural state, and any proposed alteration of the wetlands must be in accordance with any restrictions or covenants recorded against such property and be approved by all appropriate regulatory bodies. Prior to any alteration of a Lot, the Owner shall determine if any portion thereof meets the requirements for designation as a regulatory wetland. Notwithstanding anything contained in this Section, the Declarant, any Declarant-Related Entity, the Association, and the successors, assigns, affiliates and designees of each may conduct such activities as have been or may be permitted by the U.S. Army Corps of Engineers or any successor thereof responsible for the regulation of wetlands.

XII.10 Construction Activities.

No construction, erection, or placement of any structure, permanently or temporarily, on the outside portions of the Lot, whether such portions are improved or unimproved is permitted, except in strict compliance with the provisions of this Article XII. The following restrictions shall also apply:

(a) After commencement of construction of any Improvements in the Properties, the Owner shall diligently pursue the work thereon, such that the Improvements shall not remain in a partly finished condition any longer than reasonably and normally necessary for completion thereof.

(b) The Owner of the Lot on which Improvement are being constructed shall at all times keep streets and parking contiguous to the Lot free from excess dirt, mud, garbage, trash or other debris as may be occasioned by construction of the Improvements.

(c) Rocks and trees removed during construction of Improvements shall be disposed of in strict conformance with plans approved in accordance with this Article XII.

(d) Storage of construction material and equipment shall strictly conform to plans approved in accordance with this Article XII. The foregoing materials and equipment shall not be permitted within any natural barriers established prior to construction.

XII.11 Signs.

No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, modified or maintained on a Lot or within the Properties unless prior written approval of the ARB is obtained. In addition, with respect to any Lots that are restricted to, intended for, or used primarily for residential purposes, no "for sale" or "for lease" signs shall be permitted on any portion of such Lots, including within any residences located thereon, if such sign would be visible from the exterior of such Lot as determined in the ARB's sole discretion. The ARB may restrict the size, materials, color, lettering, illumination and placement of all signs. The restrictions of this Section shall not apply to signs erected or constructed by or on behalf of the Declarant or a Declarant-Related Entity.

XII.12 Fences or Walls.

No Fences walls of any kind shall be constructed on any Lot without ARB approval.

XII.13 Lighting.

Exterior lighting must be approved by the ARB. Longview Carolina is a dark sky compliant Community and Owners are encouraged to use downlighting. Any Post mounted security lighting is prohibited. Seasonal decorative lights may be used only during the month of December and pursuant to rules and regulations established by the Board from time to time.

XII.14 Air-Conditioning Equipment.

No air conditioning equipment that is visible on the exterior of any Improvement shall be permitted in the Properties. Approval shall be based on adequacy of screening and/or landscaping of the equipment.

XII.15 Temporary Structures.

Except as specifically approved in writing in advance by the ARB, no temporary buildings (including construction trailers) shall be erected or placed on the Properties.

XII.16 Antennas.

Antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind shall be constructed only after written approval of the ARB. Notwithstanding the foregoing, the ARB shall regulate antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind only in strict compliance with all federal laws and regulations. Ham or amateur radio towers and antennas are prohibited.

XII.17 Subdivision.

Subdivision of a Lot into two (2) or more Lots or changing the boundary lines of any Lot after a plat including such Lot has been approved and filed in the Public Records is prohibited, except with the written consent of the Declarant during the Development Period and the Board thereafter.

XII.18 Occupants Bound.

All provisions of the Declaration, Bylaws and of any rules and regulations, use restriction or Design Guidelines governing the conduct of Owners and establishing sanction against the Owners shall also apply to all Occupants even though Occupants are not specifically mentioned.

XII.19 Rules and Regulations.

In addition to the use restrictions set forth in this Article, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete rules and regulations applicable to the Properties. Such rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the Members holding a Majority of the total Class "A" votes in the Association.

XII.20 Tree Removal.

No trees that are more than six inches (6") in diameter at a point two feet (2') above the ground shall be removed without the prior written consent of the ARB. The ARB may adopt or impose requirements for, or condition approval of, tree removal upon the replacement of any tree removed.

XII.21 Obnoxious or Offensive Activity.

No obnoxious or offensive activity shall be allowed on the Properties, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to Owners, or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Properties, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot or of the Common Area. All laws, zoning ordinances, and resolutions of all governmental bodies having jurisdiction over the Properties shall be observed. Restricted and prohibited activities include without limitation, the following terms and conditions:

(a) The use, enjoyment and occupancy of the Properties shall be in such a manner so as not to cause or produce any of the following effects discernible outside the building located thereon, or affect the adjoining property or any portion by its volume, duration, pounding beat, frequency or shrillness; smoke, dust, or dirt; unusual fire or explosive hazards; or vibration or light.

(b) Loading, service and refuse areas shall be constructed in accordance with the plans approved by the ARB. No accumulation of rubbish, trash, or, garbage shall be made except between regular garbage pick-ups, and then only in approved containers and

screened from view from streets and other Lots.

(c) The use of any radio, loudspeaker, horn, whistle, bell, or other sound device that is audible to Occupants of other Lots, except alarm devices used exclusively for security purposes.

(d) Discharge of firearms, firecrackers and other fireworks is prohibited except under a license, scheduled event, or permit issued for that purpose. The term "firearms" includes without limitation "B-B" guns, pellet guns, and firearms of all types. This prohibition shall not apply to any law enforcement officer in the discharge of his or her duties or in any way, manner, shape or form effect any citizen's right to own, possess or bear arms in accordance with the laws of South Carolina and the United States.

(e) Brandishing of weapons on the Properties is prohibited.

(f) Plants, animals, devices or other things of any sort whose activities or existence is not anticipated by this Declaration and is in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as to potentially diminish or destroy the enjoyment of the Properties are prohibited.

(g) Structures, equipment or other items on a Lot which have become rusty, dilapidated or otherwise fallen into disrepair are prohibited and shall be removed or repaired by the Owner of the Lot at the request of the Board. If an Owner fails to honor such request, the Board may remove the offending structure, and charge the costs of removal thereof to the Owner as a Specific Assessment.

(h) Funeral parlors, cemeteries, junk yards, stockyards, flea markets, second-hand stores, massage parlors, establishments engaged in exchanging obscene or pornographic materials or paraphernalia related to illegal drugs, or in the provision of entertainment featuring topless or nude performers are prohibited.

XII.22 Agricultural and Farming Activities

(a) Personal Gardens

All garden locations shall be approved by the ARB. Owners are permitted to cultivate a garden on their Lot for personal use only. Such cultivation must be located a minimum of 50 feet from the front property line and done in a manner that prevents erosion of the soil. All cultivated areas must be well maintained with active planting, harvesting, and free of any large weeds, dead, or unsightly vegetation. Above ground irrigation of cultivated areas is prohibited. Plants regulated or prohibited by federal and state laws are prohibited. Year around gardening is required for gardens located in the front yard. In not planted year-round, gardens located in the rear or sides of the Lot shall be cleared and planted with a cover crop to prevent erosion. Owners are encouraged to use organic fertilizers, insecticides, and herbicides. Fencing around a garden is prohibited. No exposed plastic or fabric shall be permitted. The use of trellises, posts, wiring, scare crows and other plant support structures must be approved by the ARB.

(b) Cultivated Common Areas

The planting and harvesting of all cultivated areas located within Common Areas and within areas where Access Agreements are in place, shall be the managed by the Community Association. The harvesting, planting, and overall management of these cultivated areas shall be done in accordance with the rules herein or as defined by the Board and in accordance with any applicable Access Agreements.

In addition all agricultural practices shall be conducted in a manner consistent with generally accepted "Best Farming Practices" as those practices may be defined from time to time by appropriate governmental agencies (e.g., the USDA Farm Service Agency in South Carolina) or other educational institutions, in a manner not wasteful of soil resources or detrimental to water quality or conservation.

(c) Grazing and Farm Animals

The Raising, breeding or keeping of animals or livestock of any kind other than usual and common household pets may be not be permitted on any Lots.

(d) Common Area Grazing

The Grazing, breeding and keeping of animals or livestock within Common Areas and within areas where Access Agreements are in place, shall be managed by the Community Association. The overall management of the Grazing areas and any animals housed thereon shall be done in accordance with the rules herein or as defined by the Board and in accordance with any applicable Access Agreements. The flowing activities are prohibited:

(i) The operation of factory farms, or any other operation uses or activities that generate significant animal waste that could impact any groundwaters or other waters.

(ii) Any level of grazing that would result in deterioration of pastures.

In addition all farming practices shall be conducted in a manner consistent with generally accepted "Best Farming Practices" as those practices may be defined from time to time by appropriate governmental agencies (e.g., the USDA Farm Service Agency in South Carolina) or other educational institutions, in a manner not wasteful of soil resources or detrimental to water quality or conservation.

(e) Chickens

Notwithstanding the foregoing, chickens are allowed on a Lot provided that:

(i) no more than 6 chickens may be permitted on a Lot.

(ii) provided that none shall be roosters and

(iii) provided that the chicken housing or coop is constructed in accordance with the Design Guidelines.

(f) Bees

A maximum of three bee hives shall be permitted to be housed on a Lot provided that the Owner keeps the hives a minimum of fifty feet away from any of their respective Lot boundary and provided that only breeds of bees considered to be non-aggressive are kept.

XII.23 Activities Within Dwelling

No rule shall interfere with the activities carried on within the confines of dwellings on the Lots, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the Lot, that block the views from other Lots, or that create an unreasonable source of annoyance.

XII.24 Pets.

(a) Pets shall not be permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the Owners or Occupants of Lots and their employees, lessees, invitees, clients, customers and guests. Pets shall be registered, licensed and inoculated as required by law. The owners of the pet shall be responsible for all of the pet's actions. Pet waste shall be promptly removed and disposed of in proper receptacles. No Owner shall keep vicious animals or any animal that attacks persons, other animals and/or causes material property damage to Common Areas and/or property of other Owners and the Association shall have authority to remove any animal in violation of this provision.

(b) Nothing herein contained shall interfere with any provision under the American with Disabilities Act or any similar applicable federal, state or local law, ordinance or regulation.

(c) No Owner shall be permitted to raise, breed or keep animals, livestock or poultry of any kind for commercial or business purposes.

XII.25 Allocation of Burdens and Benefits.

No rule shall affect the allocation of financial burdens among the various Lots or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from designating Exclusive Common Area, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who abuse the Common Area, violate rules or this Declaration, or fail to pay assessments. This provision does not affect the right to increase the amount of assessments as provided in Article X.

XII.26 Alienation.

Except as set forth herein, no rule shall prohibit leasing or transfer of any Lot, or require consent of the Association or Board for leasing or transfer of any Lot for any period greater than two months; provided, the Association or the Board may require a minimum lease term of up to 12 months. The Association may require that Owners use lease forms approved by the Association, but shall not impose any fee on the lease or transfer of any Lot. Lots numbered C-1 through C-11 are expressly authorized for lease or rental for periods less than two (2) months for guests sponsored by a Member and approved by the Board prior to the commencement of such lease or rental agreement.

XII.27 Reasonable Rights to Develop.

No rule or action by the Association or Board shall unreasonably impede the Declarant's right to develop in accordance with the recorded development plats for the Properties or otherwise.

XII.28 Abridging Existing Rights.

Any rule that would require Owners to dispose of personal property being kept on the Properties shall apply prospectively only and shall not require the removal of any property which was being kept on the Properties prior to the adoption of such rule and which was in compliance with all rules in force at such time.

The limitations in this Section XII.28 shall apply to rules only; they shall not apply to amendments adopted to this Declaration.

Article. XIII Easements

XIII.1 Easements of Encroachment.

There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

XIII.2 Easements for Utilities, Etc.

Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements, for itself and any Declarant-Related Entity, for the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any Utility company) upon, across, over, and under that area that is within fifteen (15) feet of all boundary lines of every Lot for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable, digital or similar television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, alley ways, irrigation, and drainage systems, street lights and signage; and all Utilities, including but not limited to, the Wastewater Reclamation System (including reuse water service lines), water, sewer, telephone, gas, and electricity, and Utility meters; and an easement for access of vehicular and pedestrian traffic over, across, and through the Properties, as necessary, to exercise the easements described above; and an easement to maintain such 15-foot easement free from any structures or landscaping or other impediments which would prevent the exercise of the easement rights set forth in this paragraph. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors or as provided by Declarant.

XIII.3 Easements to Serve Additional Property.

The Declarant and its duly authorized agents, representatives, and employees, as well as its successors, assigns, licensees, and mortgagees, shall have and hereby reserves an easement over the Common Area for the purposes of enjoyment, use, access, and development of the real property described in Exhibit “B” attached hereto and incorporated herein, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of the real property described in Exhibit “B”.

XIII.4 Easement for Emergency.

The Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter upon any Lot for emergency, security, and safety reasons. The Association's rights may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time

after requested by the Board, but shall not authorize entry into any dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

XIII.5 Easements for Maintenance and Enforcement.

The Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter upon any portions of the Properties, including any Lot, (a) to perform its maintenance responsibilities pursuant to Article V, and (b) to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, By-Laws, and rules and regulations. The Association's rights may be exercised by the Association's Board of Directors, officers, agents, employees, and managers, in the performance of their respective duties. Except in an emergency situation, entry into a Lot shall be only during reasonable hours and after notice to and permission from the Owner thereof. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

The Association or its duly authorized agent shall also have the power to enter a Lot to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the By-Laws, or the rules and regulations. All costs of self-help, including reasonable attorney's fees, shall be assessed against the violating Owner and shall be collected as provided herein for the collection of assessments.

XIII.6 Easement for Special Events.

Declarant reserves, creates, establishes, promulgates and declares for itself, any Declarant-Related Entity, their successors, assigns and designees a perpetual, non- exclusive reciprocal, appurtenant easement over the Common Area for the purpose of conducting or allowing its designees to conduct educational, cultural, entertainment, promotional or sporting events, and other activities of general community interest at such locations and times as Declarant, in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the Occupants of its Lot to take no action, legal or otherwise, which would interfere with the exercise of such easement or to recover damages for or as the result of any such activities.

XIII.7 Access.

All Lots within the Properties shall have a non-exclusive, perpetual easement for pedestrian and vehicular ingress and egress over all roads, which are now, or hereafter designated as Common Areas by the Declaration or any Supplemental Declaration. Said easement shall be effective as to each road or any portion only after the construction thereof is complete.

XIII.8 Trails.

The Declarant reserves for itself, its successors and assigns, and the Association, the right to designate certain areas of the Properties, including the Common Areas, to be used as recreational bike, pedestrian pathways and trails ("trail system"). The trail system shall not interfere with or inhibit the residential purposes of the Properties. The Declarant reserves for itself, the Association, and the members, guests, invitees and licensees of any of the Private Amenities, a nonexclusive, perpetual easement of ingress and egress over the trail system and such portions of the Common Areas which are necessary to travel to and from the trail system.

Article. XIV Mortgage Provisions

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

XIV.1 Notice of Action.

An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration or By-Laws relating to such Lot or the Owner or occupant which is not cured within sixty (60) days. Notwithstanding this provision, any holder of a first Mortgage is entitled to written notice upon request from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or By-Laws, which is not cured within sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(d) Any, proposed action that would require the consent of a specified percentage of Eligible Holders.

XIV.2 Special FHLMC Provision.

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven percent (67%) of the first Mortgagees or Members holding at least sixty-seven percent (67%) of the total Association vote consent, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Properties regarding assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

(c) By act or omission waive or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Lots and the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) Fail to maintain insurance, as required by this Declaration; or

(e) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on property insurance policies or secure new property insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

XIV.3 No Priority.

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

XIV.4 Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

XIV.5 Amendment by Board.

Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of its respective requirements that necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may record an amendment to this Article to reflect such changes.

XIV.6 Applicability of Article XV.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or South Carolina law for any of the acts set out in this Article.

XIV.7 Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Article. XV Declarant's Rights

Any or all or the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or in the By-Laws, as applicable. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Pickens County, South Carolina.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of Lots shall continue, it shall be expressly permissible for the Declarant and Builders authorized by Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, sales offices, and rental units. The Declarant and Builders authorized by Declarant shall have easements for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Lots owned by the Declarant and any clubhouse, community center, or other facility which may be owned by the Association, as models, sales offices, or rental units. Furthermore, Declarant may install such amenities as Declarant shall deem beneficial to the Development, which may include, but are not limited to a pool, picnic shelters, trails, two (2) pickleball courts and any other amenities Declarant shall in its sole discretion construct. Any such amenities constructed by Declarant shall be transferred to the Association contemporaneously with the transfer of all other Common Areas at which time the Association shall become responsible for the maintenance, upkeep and operation thereof.

In addition, notwithstanding any contrary provision of this Declaration, the By-Laws, or any Association rules, the Declarant shall have the right to replat or revise the recorded plats relating to any portion of the Properties without the consent of any Person other than the owners) of the property the boundaries of which are altered.

So long as the Declarant continues to have rights under this Article, no person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

This Article may not be amended without the express written consent of the Declarant. However, the rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

Article. XVI Dispute Resolution and Limitation on Litigation

XVI.1 Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes.

The Association, Declarant, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the By-Laws, the Association rules, or the Articles (collectively "Claim"), except for those Claims authorized in Section XVI.2, shall be resolved using the procedures set forth in Section XVI.3 in lieu of filing suit in any court or initiating proceedings before any administrative tribunal seeking redress or resolution, of such Claim.

XVI.2 Exempt Claims.

The following Claims ("Exempt Claims") shall be exempt from the provisions of Section XVI.3 herein:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article X (Assessments);

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article XI (Architectural Standards) and Article XII (Use Restrictions and Rules);

(c) any suit between Owners (other than Declarant) seeking redress on the basis of a Claim which would constitute a cause of action under federal law, or the laws of the State of South Carolina, as applicable, in the absence of a claim based on the Declaration, By-Laws, Articles or rules of the Association, if the amount in controversy exceeds $5,000.00; and

(d) any suit by the Association in which similar or identical claims, are asserted against more than one Bound Party.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section XVI.3 but there shall be no obligation to do so. The submission of an Exempt Claim involving the Association to the alternative dispute resolution procedures of Section XVI.3 shall require the approval of the Association.

XVI.3 Mandatory Procedures for All Other Claims.

All Claims other than Exempt Claims shall be resolved using the following procedures:

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim;

(ii) the basis of the Claim (i.e., the provisions of this Declaration, the By-Laws, the Articles or rules or other authority out of which the Claim arises);

(iii) what Claimant wants Respondent to do or not do to resolve the Claim; and

(iv) that Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) Negotiation.

(i) Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(ii) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the community.

(c) Mediation.

(i) If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) (“Termination of Negotiations"), Claimant shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of any Pickens County dispute resolution center or such other independent agency providing similar services upon which the Parties may mutually agree.

(ii) If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

(iii) If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings (“Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

(iv) Each Party shall, within five (5) days of the Termination of Mediation, make a written offer of settlement in an effort to resolve the Claim. The Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent. The Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(d) Final and Binding Arbitration.

(i) If the Parties do not agree in writing to accept either the Settlement Demand, the Settlement Offer, or otherwise resolve the Claim within fifteen (15) days of the Termination of Mediation, the Claimant shall have fifteen (15) additional days to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit “C” or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

(ii)This subsection (d) is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration laws of the State of South Carolina. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of South Carolina.

XVI.4 Allocation of Costs of Resolving Claims.

(a) Each Party shall bear its own costs incurred prior to and during the proceedings described in Section XVI.3(a), (b) and (c), including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediators) pursuant to Section XVI.3(c).

(b) Each Party shall bear its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under Section XVI.3(c) and shall share equally in the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs"), except as otherwise provided in subsection XVI.4(c).

(c) Any Award, which is equal to or more favorable to Claimant than Claimant's Settlement Demand, shall add such Claimant's Post Mediation Costs to the Award, such Costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than Respondent's Settlement Offer to that Claimant shall also award to such Respondent its Post Mediation Costs, such Costs to be borne by all such Claimants.

XVI.5 Enforcement of Resolution.

If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section XVI.3. and any Party thereafter fails to abide by the terms of such agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section XVI.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs.

Article. XVII General Provisions

XVII.1 Term.

The covenants and restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After such time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

XVII.2 Amendment.

(a) By Declarant.

The Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to insure or guarantee mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. So long as the Declarant still owns property described in Exhibit "A" for development as part of the Properties, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any substantive right of any Owner unless such affected Owner shall consent thereto in writing.

(b) By Owners.

Except as otherwise specifically provided herein, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total votes in the Association, and the consent of the Declarant, so long as the Declarant has an option to subject additional property to this Declaration pursuant to Section IX.1. In addition, the approval requirements set forth in Article XIV hereof shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Effective Date and Validity.

To be effective, any amendment must be recorded in both the ROD Office of Pickens County, South Carolina. If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

XVII.3 Severability.

Invalidation of any provision or portion of a provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

XVII.4 Perpetuities.

If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

XVII.5 Litigation.

Except as otherwise specifically provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of Owners holding seventy-five percent (75%) of the total votes of the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article X; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

XVII.6 Cumulative Effect: Conflict.

The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Neighborhood, and the Association may, but shall not be required to enforce the covenants, conditions, and provisions of any Neighborhood; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but are not limited to, the liens of assessments created in favor of the Association.

XVII.7 Compliance.

Every Owner and occupant of any Lot shall comply with all lawful provision of this Declaration, the By-Laws, and the rules and regulations of the Association. Failure to comply shall be grounds for action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Lot Owner(s). In addition, the Association may avail itself of any and all remedies provided in this Declaration or the By-Laws.

XVII.8 Use of the "Longview Carolina" Name and Logo.

No Person shall use the words "Longview Carolina" the logo in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the words "Longview Carolina" in printed or promotional matter where such terms are used solely to specify that particular property is located within Longview Carolina, and the Community Association and any other community association located in Longview Carolina shall be entitled to use the words "Longview Carolina" in its name, provided that the name chosen by the Community Association or any other community association located in Longview Carolina is permitted to be registered by the Secretary of State of South Carolina or such other controlling entity.

XVII.9 Notice of State or Transfer of Title.

In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee to all obligations of the Owner of the Lot coming due prior to the date upon which such notice is received by the Board of Directors including assessment obligations, notwithstanding the transfer of title to the Lot.

Each transferee of a Lot shall, within seven (7) days of taking title to a Lot, confirm that the information previously provided by the transferor is complete and accurate.

IN WITNESS WHEREOF, the undersigned hereby propounds this Declaration of Covenants, Conditions and Restrictions for Longview Carolina and the exhibits attached hereto this ___ day of _____, 2024

Longview Carolina, LLC, a South Carolina limited liability company

By: _____
Victoria A. Anthony, Authorized Member

_____
Witness

_____
Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

PERSONALLY, appeared before me the undersigned witness who made oath that (s)he saw the within Longview Carolina, LLC, a South Carolina corporation, by Victoria A. Anthony, its Authorized Member, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness witnessed the execution thereof.

SWORN TO before me
this ____ day of _____, 2024.

_____
Notary Public for South Carolina
My commission expires: _____

EXHIBIT "A"

Land Submitted

ALL those certain pieces, parcels or lots of land lying and situate in the State of South Carolina, County of Pickens, and being shown and designated as Lots 1 through 78, Lots C-1 through C-14, those parcels labelled "Common Area", "Green Space", "Amenity Area" and/or "Utility Area" on a plat of Longview Carolina, prepared by Pioneer Surveying, Inc., dated _____, and recorded in the Office of the Register of Deeds for Pickens County in Plat Book ___ at Page ____, reference to which is hereby made for a more complete and accurate description thereof by metes and bounds, courses and distances.

This being the same property conveyed to Longview Carolina, LLC by deed of Victoria A. Anthony dated 1/15/2024 and recorded 1/16/2024 in the Office of the Register of Deeds for Pickens County in Deed Book 2629 at Page 185.

EXHIBIT "B"

Additional Property

All those certain tracts or parcels of land and described on those certain plats recorded in the Office of the ROD for Pickens County, South Carolina which are contiguous with any portion of the real property described on Exhibit “A” herein, title to which Declarant may at any time in the future acquire.

EXHIBIT “C”

Rules of Arbitration

(1) Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's desire to submit the Claim to arbitration ("Arbitration Notice").

(2) Each Party shall select an arbitrator ("Party Appointed Arbitrator"). The Parties are encouraged to select an arbitrator who has experience in the real estate industry and who is familiar with the arbitration of real estate related disputes. The Party Appointed Arbitrators shall, by unanimous agreement, select one (1) or two (2) neutral arbitrators ("Neutral (s)") so that the total arbitration panel ("Panel") has an odd number of arbitrators. If any Party fails to appoint a Party Appointed Arbitrator within twenty (20) days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting a Neutral in place of any missing Party Appointed Arbitrator. The Neutral arbitrators shall select a chairperson ("Chair").

(3) If the Panel is not selected under Rule 2 within forty-five (45) days from the date of the Arbitration Notice, or if the Parties earlier agree, Claimant may notify the South Carolina chapter of the Community Associations Institute ("CAI"), which shall appoint one (1) Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall be experienced in the arbitration of real estate related disputes or knowledgeable of real estate issues as determined by the South Carolina Chapter of CAI. The Appointed Neutral shall thereafter be the sole arbitrator ("Arbitrator"), and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

(4) No person may serve as a Neutral in any arbitration under these Rules in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected.

(5) The Arbitrator or Chair, as the case may be ("Arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Properties unless otherwise agreed by the Parties.

(6) Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings.

(7) All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings.

(8) There shall be no stenographic record of the proceedings.

(9) The hearing shall be conducted in whatever the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties.

(10) The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

(11) The Arbitrator shall declare the hearings closed when satisfied the record is complete.

(12) There will be no post-hearing briefs.

(13) The Award shall be rendered immediately following the close of the hearing, if possible, and no later than fourteen (14) days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

(14) If there is more than (1) arbitrator, all decisions of the Panel and the Award shall be by majority vote.

(15) Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney the address communicated to the Arbitrator at the hearing.

EXHIBIT "D"

BY-LAWS OF

THE LONGVIEW CAROLINA COMMUNITY ASSOCIATION, INC.

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BY-LAWS OF
THE LONGVIEW CAROLINA COMMUNITY ASSOCIATION, INC.

Article 1.

(a) Name, Principal Office, and Definitions

1.1 Name. The name of the Association shall be The Longview Carolina Community Association, Inc. (hereinafter the "Association").

1.2 Principal Office. The principal office of the Association shall be located in Pickens County, South Carolina. The Association may have such other offices, either within or outside the State of South Carolina, as the Board may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these By-Laws shall be given their normal, commonly understood meanings. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for The Longview Carolina Community Association, Inc. (said Declaration, as amended, renewed, or extended from time to time, is hereinafter called the "Declaration"), unless the context indicates otherwise.

Article 2.

(i) Association: Membership. Meetings. Quorum. Voting. Proxies

2.1 Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either within the Properties or as convenient thereto as possible and practical.

2.3 Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur at least fifteen (15) days before, but not more than sixty (60) days after, the close of the Association's fiscal year on a date and at a time set by the Board of directors.

2.4 Special Meetings. The President of the Association may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board or upon a petition signed in accordance with Section 33-31-702(a)(2) of the Code of Laws of South Carolina (1976, as amended) by Members holding at least five percent (5%) of the Class "A" votes of the Association.

2.5 Notice of Meetings. Written or printed notice stating the day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not

less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by law or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association, with postage thereon prepaid.

2.6 Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at any meeting by a Member in person or by proxy shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings in Section 2.5.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

2.9 Proxies. At all meetings of the Members, Members may vote in person or by proxy. Each proxy shall be in writing, dated, signed and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies may be delivered to the Secretary by personal delivery, United States mail or telecopy to any director or the Association's management agent. Except as otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail or if dated as of the same date, both shall be deemed invalid. No proxy shall be valid more than eleven (11) months after its execution unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Member's Lot.

2.10 **Majority.** As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

2.11 **Quorum.** Except as otherwise provided in these By-laws or in the Declaration, the presence in person or by proxy of Members holding at least thirty percent (30%) of the total vote of the Association shall constitute a quorum at all meetings of the Association; provided, if a quorum is not present at any meeting when initially called, then the meeting may be adjourned and reconvened within thirty (30) days after the date originally called and the quorum requirement upon such reconvening shall be reduced to twenty percent (20%) of the total vote of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

2.12 **Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

2.13 **Action Without A Meeting.** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

Article 3.
Board of Directors: Number, Powers, Meetings

3.1 Composition and Selection.

(a) **Governing Composition.** The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of a Member that is not a natural person, the person designated in writing to the Secretary of the Association as the representative of such Member shall be eligible to serve as a director.

(b) **Directors During Class "B" Control Period.** Subject to the provisions of Section 3.1(f), the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

(i) when ninety-nine (99%) percent of the Lots have been submitted to the terms and provisions of the Declaration and have been conveyed to Persons other than the Declarant or Builders;

(ii) December 31, 2038; or

(iii) when, in its discretion, the Declarant so determines.

(c) Right to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action, policy or program authorized by the Board or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(i) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Association, the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies with the requirements for Board meetings set forth in Sections 3.2(b), 3.2(c), and 3.2(d) and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(ii) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Class "B" Member, its representatives or agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee and/or the Board. The Class "B" Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Association, the Board or any committee thereof if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within ten

(10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

(d) Number of Directors. The number of directors in the Association shall be no less than three (3) or more than seven (7), as provided in Section 3.1(f). The initial Board shall consist of three (3) members as identified in the Articles of Incorporation.

(e) Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Board may be made by a Nominating Committee. The Nominating Committee shall, if established, consist of a chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled. In the event Neighborhoods are established, the Nominating Committee shall nominate separate slates for the directors to be elected at large by all Members, and for the directors to be elected by and from each Neighborhood. Nominations for each slate shall also be permitted from the floor. All candidates shall have

a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(f) Election and Term of Office. Notwithstanding any other provision in these By-Laws:

(i) Within thirty (30) days after the time Class "A" Members, other than the Declarant or a Builder, own five hundred (500) Lots subject to the Declaration or whenever the Class "B" Member earlier determines, the Board shall be increased to five (5) directors. The Association shall call a special meeting at which Class "A" Members shall elect two (2) of the five (5) directors, who shall serve as at-large directors and shall be elected for a term of two (2) years or until the happening of the event described in Section 3.1(f)(ii) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in Section 3.1(f)(ii) below, successors shall be elected for a like term. The remaining three
(3) directors shall be appointees of the Class "B" Member.

(ii) Within thirty (30) days after termination of the Class "B" Control Period, the Association shall call a special meeting at which Class "A" Members shall elect three (3) of the five (5) directors, who shall serve as at-large directors and shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting occurs within thirty (30) days after termination of the Class "B" Control Period, this Section 3.1(f)(ii) shall not apply and directors shall be elected in accordance with Section 3.1(f)(iii) below. The remaining two (2) directors shall be appointees of the Class "B" Member.

(iii) At the first annual meeting of the membership after the termination of the Class "B" Control Period, the directors shall be elected at large by the Class "A" and Class "B" Members. Three (3) directors shall be elected for a term of two (2) years and the remaining directors shall be elected for a term of one (1) year. Setting the initial term for each such director shall be in the sole discretion of the Nominating Committee. At the expiration of the initial term of office of each member of the Board and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years.

Each Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled from each slate on which such Member is entitled to vote. There shall be no cumulative voting. The candidates receiving the most votes shall be elected. The directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

(g) Removal of Directors and Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director, but shall not be subject to removal by the Class "B" Member acting alone. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director, with the exception of those directors appointed in the sole discretion of the Class "B" Member, who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in

the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor. If applicable, any director appointed by the Board shall be selected from the Neighborhood represented by the director who vacated the position and shall serve for the remainder of the term of such director.

3.2 Meetings.

(a) Organizational Meetings. The Board shall hold its first meeting within ten (10) days after each annual meeting of the membership.

(b) Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by resolution of the Board, but at least one (1) such meeting shall be held during each quarter.

Notice of the time and place of regular meetings shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. Notice of the regular schedule shall constitute notice of such meetings.

(c) Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President of the Association or by a majority of the directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one (1) of the following methods: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, including telecopy, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

(d) Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(e) Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business,

notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than ten (10) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

(f) Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members holding a majority of the total votes of the Association at a

regular or special meeting of the Association; provided any director may be reimbursed for expenses authorized by the Board to be incurred on behalf of the Association.

Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

(g) Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

(h) Open Meetings. Subject to the provisions of Section 3.2(i), all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

(i) Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

(j) Conference Call Meetings. A member or members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment, as long as all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at such meeting.

3.3 Powers and Duties.

(a) Powers. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the-Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members or the membership generally.

The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties otherwise imposed, the Board shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(i) preparation and adoption, in accordance with Article X of the Declaration, of budgets in which there shall be established the contribution of each Owner to the expenses of the Association;

(ii) making assessments to defray the Common Expenses and Neighborhood Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments, if any, of the annual assessment;

(iii) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;

(iv) designating, hiring, and dismissing the personnel necessary for the operations of the Association and providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(v) collecting the assessments, depositing the proceeds thereof in a bank depository, which it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(vi) making and amending rules and regulations;

(vii) opening of bank accounts on behalf of the Association and designating the signatories required;

(viii) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(ix) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations of the Association and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association;

(x) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying tile premium cost thereof;

(xi) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(xii) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(xiii) making available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules and regulations and all other books, records, and financial statements of the Association;

(xiv) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties: and

(xv) assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration.

(b) Management. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

Any management contract executed on behalf of the Association during the Class "B" Control Period must contain a right of termination exercisable by either party without penalty at any time, with or without cause, upon not more than ninety (90) days notice to the other party.

(c) Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(i) accrual accounting, as defined by generally accepted accounting principles,
shall be employed;

(ii) accounting and controls should conform to generally accepted accounting principles;

(iii) cash accounts of the Association shall not be commingled with any other accounts;

(iv) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(v) any financial or other interest that the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(vi) commencing at the end of the month in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(A) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(B) a statement reflecting all cash receipts and disbursements for the preceding period;

(C) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(D) a balance sheet as of the last day of the preceding period; and

(E) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent; and

(vii) an annual report consisting of at least the following shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant; provided, however, upon written request of any holder, guarantor or insurer of any first Mortgage on a Lot, the Association shall provide an audited financial statement. During the Class "B" Control Period, the annual report shall include certified financial statements.

(d) Borrowing. The Association, acting through the Board of Directors, shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Member approval in the same manner provided in Section X.5 of the Declaration for Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. Notwithstanding anything to the contrary contained in the Declaration, these By-Laws, or the Articles of Incorporation, during the Class "B" Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Members holding at least a majority of the total votes in the Association.

(e) Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, both within and without the Properties.

Any contract, lease or other agreement (including any management contract) entered into by the Association with a third party must require such third party to maintain adequate liability and worker's compensation insurance, if applicable, as determined in the sole discretion of the Board.

(f) Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or any person's right to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association to limit ingress and egress to or from a Lot. In the event that any occupant, guest or invitee of a Lot violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant with notice to the Owner; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the

Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(i) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice may be imposed by the Board.

The Board or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(ii) Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(iii) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

(iv) Additional Enforcement Rights. Notwithstanding anything to the contrary in the By-Laws, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically

including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs thereof, including reasonable attorney's fees actually incurred.

Article. XVIII Article 4. Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election, Term of Office, and. Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members, as set forth in Article III of the Declaration. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.3 Removal. Any officer may be removed by the Board with or without cause.

4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Agreements Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.2(f)

Article. XIX Article 5. Committees

5.1 General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution of the Board. Each committee shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board of Directors.

5.2 Covenants Committee. In addition to any other committees that may be established by the Board pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least five (5) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.3(f).

Article. XX Article 6. Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise established by resolution of the Board of Directors.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with South Carolina law, the Articles of Incorporation, the Declaration, or these By-Laws.

6.3 Conflicts. If there are conflicts between the provisions of South Carolina law, the Articles of Incorporation, the Declaration, and these By-Laws, then the provisions of South Carolina law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.4 Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration, By-Laws, and Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the annual report, and the minutes of meetings of the Members, the Board, and committees shall be made available, at the office of the Association or at such other place within the Properties as the Board shall prescribe, for inspection by any holder, insurer or guarantor of a first Mortgage on a Lot, by any Member of the Association, or by the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Lot.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) **Inspection by Directors**. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association in furtherance of such director's duties as a director.

6.4 **Notices.** Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.5 **Amendment.**

(a) **By Declarant** The Declarant may unilaterally amend these By-Laws at any time and from time to time if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable government statutes, rule or regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender of purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; or (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Lots; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibits "A" or "B" of the Declaration for development as part of the Properties, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any substantive right of any Owner, unless the affected Owner shall consent thereto in writing.

(b) **By Owners** Except as otherwise specifically provided herein these By-Laws may be amended only upon a resolution duly adopted by the Board and approved by the affirmative vote or written consent, or any combination thereof, of Members holding sixty-seven percent (67%) of the total votes in the Association, including sixty-seven percent (67%) of the votes held by Members other than the Declarant, and the consent of the Class "B" Member, so long as such membership exists. In addition, the approval requirements set forth in Article 14 of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in both the ROD Office of Pickens County, South Carolina.

If an Owner consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

WITNESS my hand and seal this ___ day of _____, 2024.

Longview Carolina Property Owners' Association, Inc.

Witnesses:

By: Longview Carolina, LLC

Its: Sole Member

_____

By: _____
Victoria A. Anthony, Authorized Member

_____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF PICKENS)

I, the undersigned notary public, do hereby certify that Victoria A. Anthony, Authorized Member of Longview Carolina, LLC, sole member of Longview Carolina Property Owners' Association, Inc. acknowledged the due execution of the foregoing document this ____ day of _____, 2024.

_____
James E. Sterling, Notary Public for South Carolina
My Commission Expires: 6/4/2030