



THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
G. Thomas Cooper, Jr., Circuit Court Judge

Appellate Case No. 2018-000723

James R. Zedosky, Lenore K. Zedosky, Douglas Shea, and Sally Shea.....Respondents,

v.

D.R. Horton, Inc. and Town of Blythewood..... Defendants,

Of Which D.R. Horton, Inc. is the Appellant,

And Town of Blythewood is a Respondent.

RECORD ON APPEAL

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
G. Thomas Cooper, Jr., Circuit Court Judge

Appellate Case No. 2018-000723

James R. Zedosky, Lenore K. Zedosky, Douglas Shea, and Sally Shea.....Respondents,

v.

D.R. Horton, Inc. and Town of Blythewood..... Defendants,

Of Which D.R. Horton, Inc. is the Appellant,

And Town of Blythewood is a Respondent.

INDEX of the RECORD ON APPEAL

1. Order Denying Motion to Stay and to Compel Arbitration filed 3/1/18	1
2. Motion to Alter, Amend, or Reconsider Order filed 3/9/18	7
3. Order Denying Motion to Alter or Amend filed 3/22/18	10
4. Plaintiffs' Complaint filed 7/25/17	12
5. Plaintiffs' Motion for Temporary Injunction filed 7/25/17.....	17
6. Affidavit of Douglas Shea in Support of Motion for Temporary Injunction filed 7/25/17	21
7. Affidavit of Lenore K. Zedosky in Support of Motion for Temporary Injunction filed 7/25/17	23
8. DR Horton's Motion to Stay and Compel Arbitration (including Exhibits) filed 9/7/17	25

9. Home purchase agreement for James R. Zedosky and Lenore K. Zedosky 4/26/15.	27
10. Home purchase agreement for Douglas Shea and Sally Shea 8/8/14	36
11. DR Horton’s Answer & Cross-Claim filed 9/8/17	46
12. Town of Blythewood Answer filed 10/3/17	57
13. Town of Blythewood Answer to D.R. Horton’s Cross-Claims filed 10/10/17	61
14. Affidavit of Robert Haney filed 2/13/18	65
15. Transcript of Hearing on Motion to Compel Arbitration 2/15/18	67
16. Supplement III to Declaration of Restrictions, Easements, Liens and Charges, “The Farm” recorded on January 14, 2000	96
17. Declaration of Covenants, Conditions and Restrictions for Cobblestone Park recorded on September 15, 2005	122
18. First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cobblestone Park and Supplemental Declaration recorded on November 3, 2005	238

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2017CP4004437

James R Zedosky

D R Horton Inc

Lenore K Zedosky

Town Of Blythewood

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case. Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge _____ Judge Code 2126 Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 1 day of Mar, 20 18 to attorneys of record or to parties (when appearing pro se) as follows:

M. Alan Peace

Thomas McRoy Shelley III
Andrew F. Lindemann

Alden Gay Terry

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2017-CP-40-04437

James R. Zedosky, Lenore K.)
Zedosky, Douglas Shea and Sally)
Shea)

Plaintiffs,)

vs.)

D.R. Horton, Inc. and Town of)
Blythewood)

Defendants.)

ORDER DENYING MOTION TO STAY
AND TO COMPEL ARBITRATION

RICHLAND COUNTY
FILED
2018 MAR -1 AM 8:30

INTRODUCTION

This matter came before this Court for hearing on February 15, 2018 on Defendant D.R. Horton, Inc.'s Motion to Stay and to Compel Arbitration filed on September 7, 2017. Appearing on behalf of Plaintiffs was M. Alan Peace of Harrell, Martin & Peace, P.A. of Chapin, South Carolina. Appearing on behalf of Defendant D.R. Horton, Inc. ("Horton") was T. McRoy Shelley, III of Rogers Townsend & Thomas, PC of Columbia, South Carolina. Appearing on behalf of Defendant Town of Blythewood ("Town") was Andrew F. Lindemann of Lindemann, Davis & Hughes, P.A. of Columbia, South Carolina.

FACTS

This is an action between Plaintiffs and Defendants whereby Plaintiffs are seeking to temporarily and permanently enjoin the further development of property within a certain area of Cobblestone Park subdivision. Plaintiffs contend the property at issue may only be developed as a 9-hole golf course, or otherwise it must remain green way ("Green Way") as required by applicable restrictive covenants. In addition to filing its Answer in response to Plaintiffs' Complaint, Horton

62,

filed a Motion to Stay and to Compel Arbitration of the dispute between Plaintiffs and Horton. Horton claims that the separate Home Purchase Agreements ("Agreements") entered into between Plaintiffs and Horton for the sale of homes from Horton to the respective Plaintiff couples require arbitration of this dispute. Horton further relies upon the arbitration provisions found in the Declaration of Covenants, Conditions, and Restrictions for Cobblestone Park recorded in the Register of Mesne Conveyance for Richland County in Book R1098 at Page 3647 ("CCRs"). As additional support for Horton's motion, Horton contends that this dispute involves interstate commerce and the arbitration provisions found in the Agreements and CCRs are thus enforceable under the Federal Arbitration Act found at 9 U.S.C Section 1 et seq. even though they fail to comply with the South Carolina Uniform Arbitration Act found at South Carolina Code Ann. §15-48-10 et.seq.

Plaintiffs contend the arbitration provision in the Agreement is not applicable to this dispute. Plaintiffs further contend this dispute is exempt from the arbitration provisions of the CCRs based on a specific exemption referenced in the CCRs.

DISCUSSION

The policy of the United States and South Carolina is to favor arbitration of disputes. *Tritech Electric, Inc. v. Frank M. Hall & Company*, 343 S.C. 396, 540 S.E. 2d 864 (ct. app. 2000). Arbitration is matter of contract and controlled by contract law. *South Carolina Public Service Authority v. Great Western Coal (Kentucky, Inc.)*, 312 S.C. 559, 437 S.E. 2d 22 (1993).

The separate Agreements between Horton and the Plaintiff couples each have the following arbitration clauses:

15. MANDATORY BINDING ARBITRATION. PURCHASER AND SELLER SHALL SUBMIT TO BINDING ARBITRATION ANY AND ALL DISPUTES WHICH MAY ARISE BETWEEN THEM REGARDING THIS CONTRACT AND/OR THE PROPERTY INCLUDING BUT NOT LIMITED TO ANY DISPUTES REGARDING



(A) SELLER'S CONSTRUCTION AND DELIVERY OF THE HOME; (B) SELLER'S PERFORMANCE UNDER ANY PUNCH LIST OR INSPECTION AGREEMENT; AND (C) SELLER'S WARRANTY PURSUANT TO SECTION 14 ABOVE. THE ARBITRATION SHALL TAKE PLACE IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE PROCEEDING SHALL BE CONDUCTED PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"), AND TO THE EXTENT POSSIBLE, UNDER RULES WHICH PROVIDE FOR AN EXPEDITED HEARING. THE FILING FEE FOR THE ARBITRATION SHALL BE PAID BY THE PARTY FILING THE ARBITRATION DEMAND, BUT THE ARBITRATOR SHALL HAVE THE RIGHT TO ASSESS OR ALLOCATE THE FILING FEES AND ANY OTHER COSTS OF THE ARBITRATION AS A PART OF THE ARBITRATOR'S FINAL ORDER. THE ARBITRATION SHALL BE BINDING AND FINAL, AND EITHER PARTY SHALL HAVE THE RIGHT TO SEEK JUDICIAL ENFORCEMENT OF THE ARBITRATION AWARD. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ANY DISPUTES ARISING UNDER THE STRUCTURAL WARRANTY PROVIDED TO PURCHASER BY THE NWP SHALL BE MEDIATED, ARBITRATED AND/OR JUDICALLY RESOLVED PURSUANT TO THE TERMS, CONDITIONS, PROCEDURES AND RULES OF THAT WARRANTY PROGRAM. (emphasis added).

The "property" which is the subject of the separate Agreements is, by definition in those Agreements, the homes which the Plaintiffs were each purchasing. Therefore, the arbitration provision in the Agreements only applies to disputes concerning the respective contracts and the respective residences which the Plaintiffs purchased from Horton.¹ The lawsuit before the Court involves neither the contract nor the properties which the Plaintiffs purchased. It involves the intended development and change of use of an entirely separate parcel of land which abuts Plaintiffs' residences. Therefore, Horton's reliance upon the arbitration provision in the Agreements is misplaced.

¹ The Court notes that the Town of Blythewood is not a signatory to either the Home Purchase Agreements or the Declaration of Covenants, Conditions and Restrictions for Cobblestone Park, which contain the arbitration provisions on which Horton relies. In *Pearson v. Hilton Head Hospital*, 400 S.C. 281, 733 S.E.2d 597 (2012), the South Carolina Court of Appeals explained that "[w]hen a signatory seeks to enforce an arbitration agreement against a non-signatory," a non-signatory may be estopped "from claiming that he is not bound to the arbitration agreement when he received a direct benefit from a contract containing an arbitration clause." 733 S.E.2d at 604. Here, Horton has not argued, nor has evidence been presented, that the Town has received a direct benefit from the Home Purchase Agreements or from the Declaration of Covenants, Conditions and Restrictions for Cobblestone Park. Horton thus has not demonstrated that the Town may be compelled to submit the pending claims to arbitration.



Horton next relies upon the arbitration provisions contained within Article 14 of the CCRs to argue that the CCRs require this action be stayed. However, Article 14 of the CCRs identify certain categories of claims which are exempt from its terms requiring arbitration. One of those exemptions is found in Paragraph 14.2 (d) and provides as follows:

14.2 Exempt Claims.

The following Claims ("exempt claims") are exempt from the provisions of Section 14.3:

(d) any suit upon which an **indispensable party** is not a "Bound Party" (see CCRs Paragraph 14.2(iv), p 73). (emphasis added).

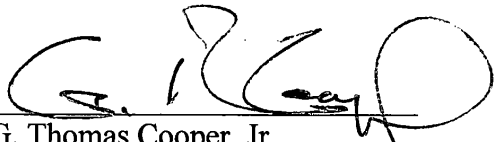
The definition of a "Bound Party" for the purpose of this lawsuit is Horton, as the Declarant under the CCRs, and Plaintiffs, as Owners under the CCRs (see CCRs, Paragraph 14.1, p 72). Defendant Town would not be considered a "Bound Party". Plaintiff has sued Horton and Town seeking to prevent further subdivision and development of homes within the Green Way area. Town has been named as a Defendant by Plaintiffs in the litigation relying on South Carolina Code Ann. §6-29-1145 which specifically prohibits Town from permitting activity on property which violates a restrictive covenant. The Town is not subject to the arbitration provisions of the CCRs. To have a proceeding between Plaintiffs and Horton in arbitration separate from the proceeding between Plaintiffs and Town could lead to inconsistent results. As a consequence, the Court considers Town an indispensable party for this litigation. An additional indication of the Town's indispensability in the litigation is the fact that Horton has asserted crossclaims against Town to require that Town allow Horton to proceed with its intended activity. Based on the foregoing, Horton's reliance upon the CCRs as the basis for its Motion to Stay pending arbitration is also misplaced. Because Town is an indispensable party and cannot be forced to participate in an arbitration, Plaintiffs' claims asserted in this litigation are expressly exempt from the arbitration provision of the CCRs.



ORDER

Based upon the discussion above, the Court denies Horton's Motion to Stay and to Compel Arbitration. This lawsuit is not a claim between Plaintiffs and Horton pertaining to their Agreements or the properties which they purchased from Horton. Further, this lawsuit is exempt from the arbitration provision in the CCRs because the Town is an indispensable party and cannot be forced to participate in an arbitration.

IT IS SO ORDERED.



G. Thomas Cooper, Jr.
Circuit Court Judge for Richland County

February 27, 2018
Columbia, South Carolina



STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

James R. Zedosky, Lenore K. Zedosky,
Douglas Shea, and Sally Shea,

Plaintiffs,

vs.

D.R. Horton, Inc. and Town of Blythewood,

Defendants.

IN THE COURT OF COMMON PLEAS
OF THE FIFTH JUDICIAL CIRCUIT

Case No. 2017-CP-40-04437

**MOTION TO ALTER, AMEND, or
RECONSIDER ORDER
(RULE 59(e))**

Defendant D.R. Horton, Inc. (Horton), submits the following Rule 59(e) Motion to Alter, Amend, or Reconsider the Order Denying Motion to Stay and To Compel Arbitration filed March 1, 2018, and received via email from the clerk on March 5, 2018.

Procedural Background

The Plaintiff homeowners in this matter seek an injunction against Horton to prevent development in certain areas based upon a land use restriction which Horton contends is no longer applicable. Horton filed a motion to compel arbitration of Plaintiffs' claims based on three independent grounds: the arbitration provisions of Plaintiffs' Home Purchase Agreements, the arbitration provision applicable to Declaration of Covenants, Conditions and Restrictions (CCRs) at issue here, and the Federal Arbitration Act.

In denying the motion, the Court made findings and conclusions specific to the first two grounds (the Home Purchase Agreements and the CCRs); however, the only reference in the Order to the Federal Arbitration Act is:

As additional support for Horton's motion, Horton contends that this dispute involves interstate commerce and the arbitration provisions found in the

Agreements and CCRs are thus enforceable under the Federal Arbitration Act found at 9 U.S.C Section 1 et seq. even though they fail to comply with the South Carolina Uniform Arbitration Act found at South Carolina Code Ann. §15-48-10 et.seq.

There was no discussion or findings regarding how Horton failed to comply with the South Carolina Uniform Arbitration Act (SCUAA).

Rule 59(e) Issues

Without waiver of its right to dispute and appeal other findings and conclusions within the Order, Horton requests the Court alter, amend, and reconsider the Order in the following particulars:

1. The Home Purchase agreements contain one of the broadest possible arbitration provisions, and specifically include “DISPUTES WHICH MAY ARISE BETWEEN THEM REGARDING THIS CONTRACT AND/**OR THE PROPERTY**” (emphasis added), the Plaintiffs right to assert the restriction would not exist without the purchase of these properties, and Plaintiffs assert in their Complaint the development they seek to restrict would adversely affect the value of their property; therefore, Plaintiffs’ claims, and the right to make them, arise solely as a result of their purchase of these properties under the Home Purchase agreements.
2. The Town of Blythewood is not an indispensable party to the claims made by Plaintiffs against Horton (which are the claims Horton asserts are subject to arbitration), as these claims can be completely resolved independent of any action or failure to act by the Town of Blythewood. (The issues involving the Town of Blythewood can be severed and stayed pending resolution of Plaintiffs’ claims against Horton without affecting Plaintiffs’ claims.)
3. Horton is unable to discern from the Order how the Court found and concluded it failed to comply with the South Carolina Uniform Arbitration Act (the basis given for the Court to deny arbitration pursuant to the Federal Arbitration Act). Horton is unable to

meaningfully appeal this issue without such findings and conclusions; therefore, Horton requests clarification and specific findings and conclusions on this issue.

Conclusion

Horton requests that the Court alter, amend, and reconsider its Order denying the Motion to Stay and To Compel Arbitration in this matter.

Respectfully submitted,

s/ T. McRoy Shelley, III
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Attorneys for Defendant D.R. Horton, Inc.

Columbia, South Carolina
March 9, 2018

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	C/A No. 2017-CP-40-04437
	)	
James R. Zedosky, Lenore K. Zedosky,	)	
Douglas Shea, and Sally Shea	)	
	)	
	)	
Plaintiffs,	)	ORDER DENYING DEFENDANT'S
	)	MOTION TO ALTER OR AMEND
v.	)	THE JUDGMENT
	)	
D.R. Horton, Inc. and Town of Blythewood	)	
	)	
	)	
Defendant.	)	
_____	)	

After careful consideration of the Defendant's Motion and the record in this case, this Court is unable to discover any material fact or principle of law that either has been overlooked or disregarded and further finds no error of law or facts not appropriately considered. Accordingly, this Court hereby DENIES Defendant's Motion pursuant to Rule 59(e) SCRCP to Alter or Amend Judgment of this Court's Order entered on or about March 1, 2018. Pursuant to Rule 59(f), the Court is of the opinion that oral argument is not necessary.

AND IT IS SO ORDERED.

G. Thomas Cooper, Jr.
Presiding Judge, Fifth Judicial Circuit

March 22, 2018



Richland Common Pleas

Case Caption: James R Zedosky , plaintiff, et al vs D R Horton Inc , defendant, et al

Case Number: 2017CP4004437

Type: Order/Other

So Ordered

s/ Honorable G. Thomas Cooper, Jr. Circuit
Judge 2126

Electronically signed on 2018-03-22 14:33:01 page 2 of 2

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

James R. Zedosky, Lenore K. Zedosky,
Douglas Shea, and Sally Shea,

Plaintiff,

vs.

D.R. Horton, Inc. and Town of Blythewood,

Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO.: 2017-CP-40-_____

COMPLAINT
(Non-Jury)

RICHLAND COUNTY
FILED
2017 JUL 25 AM 9:56
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

Plaintiffs above named herein allege and will show unto this Honorable Court as follows:

1. James R. Zedosky and Lenore K. Zedosky are citizens and residents of Richland County, South Carolina and are the record owners and reside at property, with improvements, located at 334 Summersweet Ct., Blythewood, SC.
2. Douglas Shea and Sally Shea are citizens and residents of Richland County, South Carolina and are the record owners and reside at property, with improvements, located at 392 Summersweet Ct., Blythewood, SC.
3. Zedokys and Sheas are hereinafter collectively referred to as Plaintiffs.
4. Upon information and belief, Defendant D.R. Horton, Inc. ("Horton") is a corporation organized and existing pursuant to the laws of some state of these United States and owns property and does business in Richland County, State of South Carolina.
5. Town of Blythewood ("Town") is a body politic organized and existing pursuant to the laws of the State of South Carolina and is located in Richland County.
6. Plaintiffs are owners of property located in a planned unit development located within the Town of Blythewood, County of Richland, and is generally now known as Cobblestone Park.

7. Plaintiffs each purchased their respective properties subject to certain restrictive covenants including those recorded on January 14, 2000 in Book R377 at Page 278 in the Office of the Register of Deeds for Richland County and entitled Supplement III to Declaration of Covenants, Restrictions, Easements, Liens and Charges of the University Club for "The Farm". ("Farm CCRs"). Further, upon information and belief, Farm CCRs were filed by the University Club Land Co., LLC ("University Club") and University Club retained certain rights and responsibilities as "Declarant" under the Farm CCRs.

8. Among the restrictive covenants of the Farm CCRs is the following:

"Section 3. Additional Covenants. It is the intent of the Declarant to deed the property described as Proposed Golf Course/Greenway on the Plat of The Farm to the University Club Golf Co., LLC to construct an additional Nine (9) golf holes to be included in the golf course at The University Club. In the event that golf course property is not constructed, the Declarant restricts this property known as Proposed Golf Course/Greenway as a perpetual green way. (emphasis added). (hereinafter "Greenway Covenant")

9. The Farm CCRs were restrictive covenants in place and recorded at the time Plaintiffs purchased their respective properties and Plaintiffs relied upon the fact that their respective properties would be adjacent either to the referenced 9 golf holes or would remain a perpetual green way pursuant to the terms of the Greenway Covenant.

10. The rights of the University Club, as Declarant under the Farm CCRs were subsequently acquired by Ginn-LA University Club Ltd., LLLP ("Ginn") and Ginn succeeded the rights of University Club as Declarant under Farm CCRs.

11. On or about September 15, 2005 Ginn amended and restated the Farm CCRs by document entitled Declaration of Covenants, Conditions and Restrictions for Cobblestone Park, said document being recorded in the Office of the Register of Deeds for Richland County in Book R1098 at Page 3647 ("Cobblestone Park CCRs").

12. The Cobblestone Park CCRs specifically merged, amended and restated the Farm CCRs, which included the Greenway Covenant as referenced above.

13. Among the Cobblestone Park CCRs, Ginn provided that it, as Declarant, may amend the Cobblestone Park CCRs only upon written consent of the majority of the existing owners whose rights are materially affected by such amendment.

14. By document entitled First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cobblestone Park and Supplemental Declaration recorded November 3, 2005 in the Office of the Register of Deeds for Richland County in Book 1117 at Page 3721 ("First Amendment to Cobblestone Park CCRs"), Ginn, as Declarant, again provided that any amendment having a material adverse effect upon any owner's rights would be valid only upon the written consent of a majority of the then existing owners affected thereby.

15. Upon information and belief, Ginn assigned its rights as Declarant under the Cobblestone Park CCRs to Horton, which Assignment was recorded on December 26, 2012 in the Office of the Register of Deeds for Richland County in Book 1822 at Page 2337.

16. Upon information and belief, Ginn conveyed to Horton certain property which includes the property subject to the Greenway Covenant.

17. Upon information and belief, the conveyance and assignment to Horton above referenced remain subject to the Greenway Covenant.

18. Upon information and belief, Horton intends to further subdivide the property subject to the Greenway Covenant into residential lots and at least six (6) additional roads for the purpose of constructing and selling residences in violation of the Greenway Covenant.

19. Upon information and belief, the property subject to the Greenway Covenant which Horton intends to further subdivide is adjacent and contiguous to the properties of Plaintiffs, and will have a material adverse effect on Plaintiffs' rights under the Greenway Covenant including, but not limited to a devaluation of the value of the Plaintiffs' respective properties and a significant

disruption of the quiet enjoyment by Plaintiffs of their property resulting from the loss of the property as green space or as a golf course.

20. Upon information and belief, Horton has also made application to Town for such permission to subdivide the property which is the subject of the Greenway Covenant for construction, sale, and use of the property for residences.

21. Upon information and belief, any action by Horton to change the use of or otherwise alter the property subject to the Greenway Covenant for any use other than Nine (9) golf holes or green way space is a violation of the Greenway Covenant.

22. Upon information and belief, Horton has failed to obtain the written consent of the majority of owners affected by Horton's intended change in the use of the property which is subject to the Greenway Covenant.

23. Upon information and belief, Plaintiffs have no adequate remedy at law in the event Horton proceeds with its plan to develop the property subject to the Greenway Covenant in a manner inconsistent with a proposed golf course/greenway space.

24. Upon information and belief, Plaintiffs have no adequate remedy at law in the event that Town permits or otherwise allows Horton to proceed with subdivision of the property subject to the Greenway Covenant.

25. Upon information and belief, Plaintiffs are entitled to an order of the Court temporarily and permanently enjoining Horton from taking any action to subdivide or develop the property subject to the Greenway Covenant in any manner inconsistent with the terms of the Greenway Covenant.

26. Upon information and belief, Plaintiffs are entitled to an order from this Court temporarily and permanently enjoining Town from taking any action to permit or otherwise approve any requested subdivision of the proposed Golf Course/Greenway property in a manner inconsistent with the terms of the Greenway Covenant.

WHEREFORE, Plaintiffs pray for an order of this Court temporarily and permanently enjoining Horton and Town from taking any action to permit, approve, or otherwise develop the property which is the subject of the Greenway Covenant for any use other than as a Nine (9) hole golf course or green way or in any manner inconsistent with the terms of the Greenway Covenant. Plaintiffs pray for such other and further relief as this Court deems just and proper.

HARRELL, MARTIN & PEACE, P.A.



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Attorneys for Plaintiff

July 27, 2017
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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A NO.: 2017-CP-40- 04432

James R. Zedosky, Lenore K. Zedosky, Douglas
Shea and Sally Shea,

Plaintiffs,

vs.

D.R. Horton, Inc. and Town of Blythewood.
Defendants,

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

<u>Plaintiff's Attorney:</u> M. Alan Peace, Esquire Harrell, Martin, & Peace, P.A. P.O. Box 1000 Chapin, SC 29036 telephone: 803-345-3353 fax: 803-345-9171 e-mail: apeace@harrellmartin.com		<u>Defendant's Attorney:</u>	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)		RICHLAND COUNTY FILED 2017 JUL 25 AM 9:57 JEANETTE W. MCENDE CLERK & GS.	
SECTION I: Hearing Information Nature of Motion: <u>Motion for Temporary Injunction</u> Estimated Time Needed: 30 Court Reporter Needed: ☒ YES ☐ NO			
SECTION II: Motion Type ☒ Written motion attached ☐ Form Motion - I hereby move for relief or action by the court as set forth in the attached proposed order. Signature of Attorney for ☒ Plaintiff ☐ Defendant July 25, 2017 Date submitted			
SECTION III: Motion Fee ☒ PAID - AMOUNT: ~~\$25.00~~ ☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCF) ☐ Proposed order submitted at request of the court; or reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: ☒ Other: <u>filed w/ new lawsuit</u>			
JUDGE's SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:		JUDGE CODE: _____ Date: _____	
CLERK's VERIFICATION DATE FILED Collected by: _____ (print name) ☐ MOTION FEE COLLECTED: _____ ☐ CONTESTED - AMOUNT DUE: _____			

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

James R. Zedosky, Lenore K. Zedosky,
Douglas Shea and Sally Shea

Plaintiffs,

vs.

D.R. Horton, Inc. and Town of Blythewood

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2017-CP-40-

NOTICE OF MOTION AND MOTION FOR
TEMPORARY INJUNCTION

FILED
2018 JUL 25 AM 9:57
JESSIE W. MOORE
CLERK OF COURT
S.C.P. & G.S.

PLEASE TAKE NOTICE that the undersigned counsel for Plaintiffs James R. Zedosky, Lenore K. Zedosky, Douglas Shea and Sally Shea ("Plaintiffs"), will move before the Court ten (10) days after service hereof or as soon thereafter as counsel may be heard for an Order of this Court pursuant to Rule 65, SCRPC, prohibiting D. R. Horton, Inc. ("Horton") and Town of Blythewood ("Town") (Horton and Town are sometimes collectively referred to herein as "Defendants") from further subdividing certain property located in Cobblestone Park subdivision ("Property") or approving the further subdivision of the Property in violation of applicable recorded restrictive covenants.

The basis of the Motion is as follows:

1. The Property is subject to restrictive covenants entitled Supplement III to Declaration of Restrictions, Easements, Liens and Charges, "The Farm" recorded in the Richland County Register of Deeds on January 14, 2000 in Book R377 at page 278 ("Farm CCRs") which limit the Property to development of a Nine (9) hole golf course. Barring development as a Nine (9) hole golf course, Farm CCRs provide that the Property is perpetually to remain a green way.
2. The restrictions contained in the Farm CCRs were restated as part of the Declaration of Covenants, Conditions and Restrictions for Cobblestone Park recorded on September 15, 2005 in the Richland County Register of Deed in Book R1098 at page 3647. ("Cobblestone Park CCRs"). The Cobblestone Park CCRs

further provide that the Cobblestone Park CCRs may be amended only with written consent of the majority of the existing owners whose rights are materially affected by such amendment.

3. The aforementioned restrictions and limitations on amendment to said restrictions were once again affirmed in the First Amendment and Restated Declaration of Covenants, Conditions and Restrictions for Cobblestone Park and Supplemental Declaration recorded in the Richland County Register of Deeds on November 5, 2005 in Book R117 at page 3721 ("First Amendment to Cobblestone Park CCRs").
4. Upon information and belief, Horton now owns the Property and has made application to the Town for permission to further subdivide the Property into residential lots so that Horton can construct and sell residences in violation of the Farm CCRs, Cobblestone Park CCRs, and First Amendment to Cobblestone Park CCRs which limit development of the Property to a Nine (9) hole golf course or otherwise to remain a green way.
5. Horton's intended subdivision of the Property will add at least six (6) roads, traffic, utilities, houses, and other related activity substantially and irreversibly changing the use of the Property as reserved by the applicable restrictions.
6. Plaintiffs will be materially and adversely affected by the subdivision sought by Horton as Plaintiffs will be denied the quiet enjoyment of their property which is contiguous and adjacent to the Property Horton seeks to subdivide and develop.
7. Plaintiffs' relied upon the restrictions placed upon the Property. Neither Horton nor Town have received approval of the majority of owners materially affected by any amendment to the applicable restrictions which would allow the Property to be developed for other than a Nine (9) hole golf course or continued to be used as a green way.
8. Plaintiffs' will suffer irreparable harm for which they will have no adequate remedy at law if Horton is allowed to subdivide the Property or the Town approves the subdivision requested by Horton.

This Motion is also based on the Affidavit of James R. Zedosky, Affidavit of Douglas Shea and Affidavit of Sally Shea, all of which are simultaneously filed herewith, the pleadings in this matter, case law, statutory law, and such other and further argument of counsel as may be appropriate.

HARRELL, MARTIN, & PEACE, P.A.

By: 

M. ALAN PEACE, ESQ.

TAYLOR A. PEACE, ESQ.

135 Columbia Avenue

P.O. Box 1000

Chapin, South Carolina 29036

(803) 345-3353

tpeace@harrellmartin.com

Attorneys for Plaintiffs James R. Zedosky, Lenore K.
Zedosky, Douglas Shea and Sally Shea

July 24, 2017
Chapin, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

James R. Zedosky, Lenore K. Zedosky,
Douglas Shea and Sally Shea

Plaintiffs,

vs.

D.R. Horton, Inc. and Town of Blythewood

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2017-CP-40-

**AFFIDAVIT OF
DOUGLAS SHEA
IN SUPPORT OF PLAINTIFFS' MOTION
FOR TEMPORARY INJUNCTION**

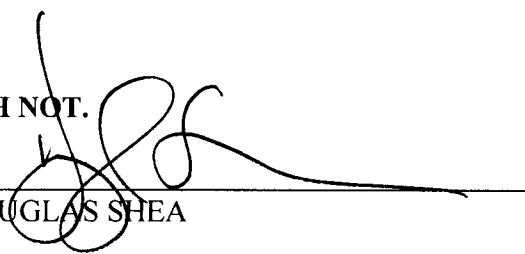
FILED
JUL 25 AM 11:57
JANETTE W. MENDE
C.C.P. & G.S.
RICHLAND COUNTY

PERSONALLY APPEARED before me, the undersigned Plaintiff Douglas Shea, who, after being duly sworn, deposes and says as follows:

1. I am over the age of eighteen (18) and have personal knowledge of the facts set forth herein.
2. My wife, Plaintiff Sally Shea, and I are the record owners of real property located in Richland County at 392 Summersweet Court, Blythewood, South Carolina 29016. The property is our home.
3. We purchased our home on December 5, 2014.
4. When we purchased our home, it was adjacent to undeveloped woodlands. I understood that our property and the woodlands were subject to restrictive covenants that limited the woodlands to development of a Nine (9) hole golf course. That is one of the reasons we purchased our home. That is, the woodlands adjacent to our home would either remain woodlands or be developed for use as a Nine (9) hole golf course.
5. I have now been informed that D. R. Horton, Inc., intends to subdivide the woodlands into over one hundred forty-three additional lots for the construction and sale of residences. I also understand that D. R. Horton has asked permission from the Town of Blythewood to subdivide the woodlands property into these lots.

6. Developing the property for something other than a Nine (9) hole golf course will be severely disruptive of the enjoyment of the peace and quiet of my house and property. It will add houses, traffic, people, utilities, and other high density activities that we were not supposed to be exposed to around our house when we purchased our house. I believe that development of the property as D. R. Horton intends to do and has asked the Town of Blythewood for permission to do is directly contrary to the restrictive covenants that I relied upon. I have not given my written consent to the proposed development and will not do so if asked. D. R. Horton, Inc., has also not received the consent of the majority or owners affected by their intended development as required by the restrictive covenants.
7. I do not believe that D. R. Horton, Inc., should be allowed to develop the property for anything other than a Nine (9) hole golf course, and the Town of Blythewood should not be allowed to approve any development other than a Nine (9) hole golf course. Otherwise, the property should remain a green way.

DEPONENT FURTHER SAYETH NOT.


DOUGLAS SHEA

SWORN to and subscribed before me
this 24th day of July, 2017.


Notary Public for South Carolina

My Commission Expires: 9/18/24

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

CIVIL ACTION NO.: 2017-CP-40-

James R. Zedosky, Lenore K. Zedosky,
Douglas Shea and Sally Shea)

Plaintiffs,)

vs.)

D.R. Horton, Inc. and Town of Blythewood)

Defendants.)

**AFFIDAVIT OF
LENORE K. ZEDOSKY
IN SUPPORT OF PLAINTIFFS' MOTION
FOR TEMPORARY INJUNCTION**

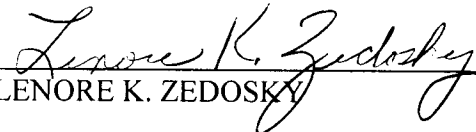
FILED
JUL 25 AM 9:57
KIMBERLY W. MCARDLE
C.C.P. & G.S.

PERSONALLY APPEARED before me, the undersigned Plaintiff Lenore K. Zedosky, who, after being duly sworn, deposes and says as follows:

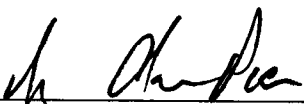
1. I am over the age of eighteen (18) and have personal knowledge of the facts set forth herein.
2. My husband, Plaintiff James R. Zedosky and I are the record owners of real property located in Richland County at 334 Summersweet Court, Blythewood, South Carolina 29016. The property is our home.
3. We purchased our home on May 30, 2015.
4. When we purchased our home, it was adjacent to undeveloped woodlands. I understood that our property and the woodlands were subject to restrictive covenants that limited the woodlands to development of a Nine (9) hole golf course. That is one of the reasons we purchased our home. That is, the woodlands adjacent to our home would either remain woodlands or be developed for use as a Nine (9) hole golf course.
5. I have now been informed that D. R. Horton, Inc., intends to subdivide the woodlands into over one hundred forty-three additional lots for the construction and sale of residences. I also understand that D. R. Horton has asked permission from the Town of Blythewood to subdivide the woodlands property into these lots.

6. Developing the property for something other than a Nine (9) hole golf course will be severely disruptive of the enjoyment of the peace and quiet of my house and property. It will add houses, traffic, people, utilities, and other high density activities that we were not supposed to be exposed to around our house when we purchased our house. I believe that development of the property as D. R. Horton intends to do and has asked the Town of Blythewood for permission to do is directly contrary to the restrictive covenants that I relied upon. I have not given my written consent to the proposed development and will not do so if asked. D. R. Horton, Inc., has also not received the consent of the majority or owners affected by their intended development as required by the restrictive covenants.
7. I do not believe that D. R. Horton, Inc., should be allowed to develop the property for anything other than a Nine (9) hole golf course, and the Town of Blythewood should not be allowed to approve any development other than a Nine (9) hole golf course. Otherwise, the property should remain a green way.

DEPONENT FURTHER SAYETH NOT.


LENORE K. ZEDOSKY

SWORN to and subscribed before me
this 24th day of July, 2017.



Notary Public for South Carolina
My Commission Expires: 01/18/24

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

James R. Zedosky, Lenore K. Zedosky,
Douglas Shea, and Sally Shea,

Plaintiffs,

v.

D.R. Horton, Inc. and Town of Blythewood,

Defendant(s).

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
C/A No.: 2017-CP-40-04437

**DEFENDANT D.R. HORTON, INC.'S
MOTION TO STAY and
TO COMPEL ARBITRATION**

YOU WILL PLEASE TAKE NOTICE that Defendant D.R. Horton, Inc., by and through the undersigned counsel, on the tenth day after service hereof, or at such time and place as the Court may set, will move before the Court for an Order to Stay the current proceedings and Compel Arbitration of this matter.

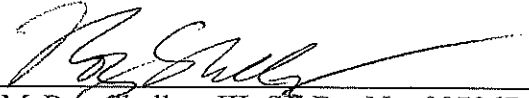
This motion is based upon the Home Purchase Agreements entered into by and between the parties which include an arbitration provision applicable to the subject matter of this suit. True copies of the Agreements are attached hereto as Exhibit A and Exhibit B and are made a part of this motion.

Additionally, this motion is based upon the applicable Declaration of Covenants, Conditions and Restrictions filed in the Richland County Register of Deeds, which include an arbitration provision applicable to the subject matter of this suit.

Additionally, the transaction contemplated and entered into by and between the parties involved interstate commerce; therefore, Plaintiffs' claims are subject to arbitration under the Federal Arbitration Act, 9 U.S.C. § 1 *et seq*,

[signature on next page]

Respectfully submitted,



T. McRoy Shelley, III, SC Bar No. 007067

ROGERS TOWNSEND & THOMAS, PC

1221 Main Street, 14th Floor (29201)

Post Office Box 100200

Columbia, South Carolina 29202-3200

Phone 803.771.7900

Direct: 803.744.1818

Fax 803.343.7017

Attorneys for Defendant D.R. Horton, Inc.

Columbia, South Carolina
September 7, 2017

Buyer: James R Zedosky / Subdivision: Cobblestone Primrose / Lot 0175 / Address: 334 Summersweet Court / Job: 52577-0175

Salesperson: Jared W Paull / Date Printed: 04/26/2015



HOME PURCHASE AGREEMENT

NOTE: THIS CONTRACT PROVIDES FOR MANDATORY BINDING ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, SECTIONS 14-48-10 ET SEQ., SOUTH CAROLINA CODE OF LAWS (1976, AS AMENDED)

In consideration of the reciprocal covenants stated herein, D.R. Horton, Inc. ("Seller") and James R Zedosky and Lenore K Zedosky (collectively, "Purchaser") agree as follows:

1. **CONVEYANCE.** Seller shall sell to Purchaser and Purchaser shall purchase from Seller all that parcel of land located in RICHLAND County, SC, with a street address of 334 Summersweet Court BLYTHEWOOD, SC 29016, more particularly described as Lot 0175, Cobblestone Primrose Subdivision (the "Lot"), together with all improvements thereon and all appurtenances thereto, but less and except all rights, titles and interests to all oil, gas, water, petroleum, natural gas, coal, lignite and other minerals and hydrocarbons, and all geothermal energy and resources, located in whole or in part on, in or under the Lot and / or that may be produced or extracted from the Lot. The interests to be conveyed pursuant to this Agreement are hereinafter collectively referred to as the "Property."

2. **PURCHASE PRICE AND METHOD OF PAYMENT.** Subject to adjustment as may be provided herein, the Purchase Price for the Property shall be: Two hundred eighty-five thousand and 00/100 Dollars (\$285,000.00) to be paid in cash as provided herein. A breakdown of the Purchase Price as of the Effective Date (defined in Section 19 below) is set forth in Addendum 2 attached hereto and incorporated herein. The terms of the subsection (a or b) checked below shall also apply.

X a. **No Financing Contingency.**

Purchaser shall pay to Seller the Purchase Price in cash at Closing. Within ten (10) business days of the Effective Date, Purchaser shall provide documentation to Seller that will verify to Seller's reasonable satisfaction that Purchaser has the available funds necessary to purchase the Property according to the terms of this Agreement. If Purchaser does not provide such documentation to Seller within that time period, then Seller may at its option terminate this Agreement by providing written notice to Purchaser of termination, in which event Seller shall retain the Earnest Money and neither party shall have any further obligation or liability to the other hereunder.

 b. **Financing Contingency**

(1) Purchaser shall use its best efforts to obtain a loan in the principal amount of no more than % of the Purchase Price, reduced to the next lowest hundred dollars, (the "Loan") to be secured by a first priority mortgage on the Property. The proceeds of the Loan, together with the balance of the Purchase Price, shall be paid to Seller by Purchaser in cash or other immediately available funds at Closing.

(2) Purchaser shall apply for the Loan within five (5) days of the Effective Date. Failure by Purchaser to apply for the Loan within that time-period or to pursue approval of the Loan diligently thereafter shall constitute a material breach of this Agreement by Purchaser. Within thirty (30) days of the Effective Date, Purchaser shall provide Seller with a letter from Purchaser's lender (the "Approval Letter") confirming that the Loan has been approved. If Purchaser fails to provide the Approval Letter to Seller within that period, then Seller may terminate this Agreement upon written notice to Purchaser, in which event the Earnest Money shall be refunded to Purchaser if Purchaser is not in breach of this Agreement, and thereafter neither party shall have any further liability or obligation to the other hereunder.

Initials:

<i>JR</i>	4-26-15
<i>AKZ</i>	4-26-15

Buyer: James R Zedasky / Subdivision: Cobblestone Primrose / Lot 0175 / Address: 334 Summersweet Court / Job: 52577-0175

Salesperson: Jared W Paull / Date Printed: 04/26/2015

(3) Purchaser acknowledges that there are many different loan programs available from many different lenders. If the loan approval obtained by Purchaser contains any contingencies, Seller may require the satisfaction of those contingencies within the time period specified for obtaining the Approval Letter and terminate this Agreement if those contingencies are not waived or satisfied; in which event, the Earnest Money shall be refunded to Purchaser, and neither party shall thereafter have any further liability or obligation to the other hereunder.

(4) Purchaser understands and acknowledges that loan/credit approvals are valid for up to one hundred twenty (120) days. Purchaser shall update loan/credit approval documentation as needed in order to maintain current loan approval up until the date of closing. Purchaser agrees to execute all papers and perform all other actions necessary to obtain the Loan and to accept the Loan if approved by lender. Purchaser shall, in addition to the payment of principal and interest upon the Loan, pay at Closing such amounts as may be required by the lender to establish or maintain an escrow for insurance, property taxes or private mortgage insurance.

(5) If Purchaser applies and obtains a commitment for an FHA insured loan, then notwithstanding any other provision of this Agreement, Purchaser shall not be obligated to complete the purchase of the Property or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs or a Direct Endorsement lender setting forth the appraised value of the property of not less than the full final purchase price. The Purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development ("HUD") will insure. HUD does not warrant the value or the condition of the property. Purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

(6) If Purchaser applies and obtains a commitment for a VA guaranteed loan, then notwithstanding any other provision of this Agreement, Purchaser shall not incur any penalty for forfeiture of earnest money or otherwise or be obligated to complete the purchase of the Property if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

3. FINANCIAL INFORMATION. Purchaser acknowledges that Purchaser's financial situation may affect Purchaser's ability to obtain a loan and/or purchase this Property. Purchaser further acknowledges that it is important for the Seller to know Purchaser's financial situation and Purchaser's ability to obtain financing. Purchaser hereby grants permission for the Seller to contact any mortgage company or financial institution to which Purchaser may apply for a loan and to discuss Purchaser's financial situation and prospects of obtaining a loan. Purchaser hereby authorizes any mortgage company or financial institution from which Purchaser may seek a loan to discuss Purchaser's financial status with the Seller and to provide the Seller with any documentation or information regarding said financial status, including but not limited to Purchaser's credit score.

4. EARNEST MONEY.

a. **Deposits.** Purchaser has paid to Seller an Initial Deposit as shown below. Purchaser shall pay to Seller Additional Deposits in the amounts shown below by the due dates shown below. Failure by Purchaser to pay an Additional Deposit by the applicable due date shall constitute a material breach of this Agreement by Purchaser. The schedule of deposits is as follows:

Payment Due	Amount
04/26/2015	\$3,500.00
Total Earnest Deposits: \$3,500.00	

Initials:

JRZ	4-26-15
JWP	4-26-15

Buyer: James R Zedosky / Subdivision: Cobblestone Primrose / Lot 0175 / Address: 334 Summersweet Court / Job: 52577-0175

Salesperson: Jared W Paull / Date Printed: 04/26/2015

b. Disbursement. The Initial Deposit and the Additional Deposit are hereinafter referred to as the "Earnest Money," both individually and collectively. The Earnest Money shall be retained by Seller except as otherwise expressly stated in this Agreement. At Closing, the Earnest Money shall be credited to Purchaser against the Purchase Price; otherwise, the Earnest Money shall be disbursed as provided herein. If any dispute arises between Purchaser and Seller as to the final disposition of all or part of the Earnest Money, Seller may, but shall not be required to, interplead all or any disputed part of the Earnest Money into a court of competent jurisdiction. If Seller interpleads the Earnest Money into a court, Seller shall be entitled to recover the costs of such interpleader, including reasonable attorney's fees incurred in connection with the interpleader, from the Earnest Money.

5. SURVEY. At Closing, Seller shall provide Purchaser with a plat of survey of the Lot performed by an independent, licensed surveyor or engineer, showing all improvements located thereon as of the date of the survey. The plat of survey shall be suitable for use by Purchaser's closing attorney to obtain title insurance for the Property without exception for matters that would be shown or revealed by a current survey of the Lot. **At Closing, Purchaser shall reimburse Seller for the cost of the survey and pay to Seller a reasonable fee, not to exceed Three Hundred & Fifty Dollars (\$350.00), for obtaining and providing the survey.** Seller makes no warranty or representation whatsoever regarding the quality, accuracy or reliability of the survey. Seller makes no warranty or representation whatsoever regarding any matter that would be shown or revealed by an accurate survey of the Lot.

6. WARRANTY OF TITLE. Seller shall convey insurable fee simple title of the Property to Purchaser at Closing by special or limited warranty deed, subject to: (a) zoning ordinances affecting the Property; (b) utility, drainage and other easements of record upon which the residence does not encroach; (c) subdivision covenants, conditions and restrictions; (d) all matters shown on the final plat for the subdivision where the Property is located; (e) a prior conveyance of all rights, titles and interests to all oil, gas, water, petroleum, natural gas, coal, lignite and other minerals and hydrocarbons, and all geothermal energy and resources, located in whole or in part on, in or under the Lot and/or that may be produced or extracted from the Lot; and (f) any matters that would be shown or revealed by a current survey of the Lot. "Insurable title" shall mean title which a title insurance company licensed to do business in South Carolina will insure at its regular rates, subject only to its standard exceptions and those exceptions listed in subsections (a) through (e) above.

7. TITLE EXAMINATION. Purchaser shall have until ten (10) days prior to the Closing Date to examine title to the Property and to furnish Seller with a written statement of any exceptions to insurable title. If Purchaser does not serve Seller with notice of exception to insurable title prior to that date, Purchaser shall have waived any objection to title to the Property as it existed as of the Effective Date. If Purchaser does serve such notice on Seller prior to that date, the notice shall specify and itemize the exceptions to insurable title. If Seller does not remove any exceptions to insurable title within a reasonable time, Purchaser shall have the right to terminate this Agreement and to receive a refund of the Earnest Money and any Option Money paid to Seller. Under no circumstances shall Seller be obligated or required to remove or cure any exception to title to the Property that is not a valid exception to insurable title as defined in Section 6 above.

8. DESTRUCTION. If the home built on the Lot is either totally destroyed or substantially damaged (as determined by Seller in its sole discretion) before Closing, either party may terminate this Agreement by written notice to the other within ten (10) days of the date of such destruction. After Closing, all risk of loss to the Property shall be upon Purchaser.

9. INSPECTION.

a. Procedure Prior to Closing, Seller shall have the right to deny access to the Lot to any person at any time, as Seller determines in its sole discretion. However, Purchaser or a professional home inspector contracted by Purchaser shall have the right to enter upon the Property at reasonable times during normal business hours for the purpose of inspecting, examining, testing and surveying the Property, solely at Purchaser's expense, provided that any such inspection must meet the following requirements and conditions:

(1) Inspections by Purchaser:

Initials:

JP	4-26-15
JK	4-26-15

Buyer: James R Zedlosky / Subdivision: Cobblestone Primrose / Lot 0175 / Address: 334 Summersweet Court / Job: 52577-0175

Salesperson: Jared W Paull / Date Printed: 04/26/2015

(a) All Inspections by Purchaser must be scheduled through the Community Construction Superintendent. These inspections must be scheduled at least seven (7) days in advance, must take place during normal working hours (Mon. – Fri. 8:00AM to 4:00PM) and must be in accordance with the Community Construction Superintendent's production schedule.

(b) Seller or its appointed representative shall have the right to accompany Purchaser during the inspection.

(2) Inspections by an independent professional home inspector:

(a) All Inspections by a professional home inspector must be scheduled through the Community Construction Superintendent. These inspections must be scheduled at least seven (7) days in advance, must take place during normal working hours (Mon. – Fri. 8:00AM to 4:00PM) and must be in accordance with the Community Construction Superintendent's production schedule. IF AN INSPECTOR DOES NOT HAVE AN APPOINTMENT ONE WEEK PRIOR TO THE PROPOSED INSPECTION, THE INSPECTOR WILL NOT BE ALLOWED TO PERFORM THE INSPECTION AND WILL BE INSTRUCTED TO RESCHEDULE. SELLER WILL NOT DELAY CONSTRUCTION OR CLOSING TO ACCOMMODATE INSPECTION APPOINTMENTS.

(b) Seller or its appointed representative shall accompany the home inspector during the inspection.

(c) The home inspector must be licensed to do business by the State of South Carolina and must furnish to Seller a copy of the home inspector's State License Certificate prior to the inspection.

(d) Prior to the inspection, the home inspector must furnish Seller with proof that the home inspector has workman's compensation insurance, if applicable, and a \$300,000.00 General Liability Insurance Policy which names Seller as an additional insured.

Failure by Purchaser to follow the procedures set forth in this subsection shall constitute a material breach of this Agreement. Unauthorized entry onto the Lot by Purchaser, its agents or contractors shall constitute a material breach of this Agreement.

b. Purchaser's Indemnity. Purchaser assumes all responsibility for the acts of Purchaser, Purchaser's agents, contractors or representatives in exercising Purchaser's rights under this Section, and shall indemnify and hold Seller harmless from any loss or expense Seller may suffer as a result of any claim or damage which arises directly or indirectly out of Purchaser's exercise of its rights under this Section. Notwithstanding any other provision herein, Purchaser's indemnity of Seller pursuant to this Section shall survive Closing and the termination of this Agreement for any reason.

c. Inspection Results. In the event any inspection by Purchaser or its agents or contractors reveals a purported defect in the Property, Purchaser shall provide Seller with written notice of the claim of defect and, if a professional home inspection was performed, a true and complete copy of any report produced by the home inspector. If Seller determines the claim of defect is valid, Seller shall correct or repair the defect. If Seller determines the claim of defect is not valid, Seller shall notify the Purchaser of that determination within thirty (30) days of receipt of the written notice of claim of defect. Notwithstanding any other provision herein, Seller shall not be required to correct or repair any defect in construction that does not constitute a violation of: (1) the building code of the governing jurisdiction in which the Property is located, or (2) the building guidelines and standards of the provider of the Structural Warranty pursuant to subsection a of Section 14 below.

10. REAL ESTATE BROKER AND COMMISSION. In negotiating this Agreement, Seller has acted as its own real estate broker. Purchaser acknowledges that Seller's sales agents represent Seller only, and do not represent Purchaser. Purchaser represents to Seller that Purchaser has not employed any real estate broker, agent or finder in connection with this Agreement, other than Trish Streeter, an agent of Russell and Jeffcoat ("Co-Broker"), who represents Purchaser. Purchaser shall indemnify and hold Seller harmless from and against any and all liabilities, losses, costs, damages and expenses (including attorneys' fees and expenses and costs of litigation) that Seller may suffer or incur because of any claim by any broker, agent or finder, whether or not meritorious, for any compensation with regard to this transaction arising out of any acts or contracts of Purchaser, other than the Co-Broker named above. Notwithstanding any other provision herein, the provisions of this Section shall survive Closing or termination of this Agreement for any reason. Purchaser acknowledges receipt of a copy of the Agency Disclosure Brochure.

Initials:

JOB	4-26-15
TKJ	4-26-15

Buyer: James R Zedosky / Subdivision: Cobblestone Primrose / Lot 0175 / Address: 334 Summersweet Court / Job: 52577-0175

Salesperson: Jared W Paul / Date Printed: 04/26/2015

11. NO RELIANCE. Purchaser acknowledges that it has not relied upon the advice or representations, if any, of Seller, Broker or Seller's salespersons or other agents with regard to the legal and tax consequences of this Agreement or the terms and conditions of any proposed financing of the purchase of the Property. Purchaser acknowledges that if such matters are of concern to Purchaser, Purchaser must obtain independent, professional advice regarding them.

12. WOOD INFESTATION REPORT. At the time of Closing, Seller shall provide Purchaser with a letter or a soil treatment report from a pest-control company licensed in South Carolina certifying that the Lot has been treated within one (1) year of the date of Closing for subterranean termite infestation. If required by Purchaser's lender, Purchaser may obtain at Purchaser's expense a South Carolina Wood Infestation Report performed by a pest-inspection company licensed in South Carolina.

13. HAZARDOUS SUBSTANCES. Purchaser acknowledges that Seller makes no representation or warranty with respect to the presence or absence of toxic waste, radon, hazardous materials or other undesirable substances on the Property. SELLER HEREBY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE PRESENCE OF ANY SUCH SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY.

14. WARRANTIES AND DISCLAIMER.

a. NWP Warranty; Manufacturers' Warranties. At Closing, Seller shall execute and deliver to Purchaser at no additional cost to Purchaser a structural warranty (the "Structural Warranty") by and from Residential Warranty Corporation or such other national warranty provider as Seller may reasonably select (the "NWP"). The Structural Warranty will provide, at a minimum, a ten (10) year structural warranty for the residence located or to be located on the Property. Prior to or at Closing, Seller shall provide purchaser with a brochure or handbook from the NWP that states the terms of the Structural Warranty. In addition, at Closing Seller shall assign to Purchaser all warranties, expressed or implied, which are given by the manufacturer of any appliance or product installed in the home built or to be built on the Property.

b. Horton One-Year Warranty. In addition, if within one year after the date of Closing any material feature of the construction of the home on the Property is found to be not in accordance with the requirements of this Agreement, then Seller shall correct such defect in construction after receipt of written request from Purchaser to do so, unless Purchaser has previously accepted or approved such defect or condition in writing. Seller shall correct such defects either: (i) approximately thirty (30) days after Closing, or (ii) approximately eleven (11) months after closing. Oral or email requests to Seller's staff are not acceptable. If Purchaser fails to notify Seller of the defect within the 1-year warranty period, or if Purchaser does not allow Seller any and all access to the Property needed to correct the defect during reasonable business hours, then Purchaser shall be deemed to have waived any claim against Seller for failure to correct such defect or condition. Notwithstanding any other provision herein, all of Seller's obligations and responsibilities pursuant to this subsection shall automatically expire one year from the date of Closing. Also, the following matters are excluded from Seller's Warranty:

(1) Landscaping, including trees, shrubs, grass and flowers are not covered by any warranty.
 (2) Grading and drainage are not covered by any warranty, nor will they be maintained or modified by Seller after closing in any way whatsoever UNLESS the grading or drainage is found to be in violation of the applicable provision of the South Carolina Residential Construction Standards. Purchaser's closing of the sale constitutes an acceptance of the existing drainage and erosion controls of the Property, except for matters noted on a Punch List as provided in Section 21 below.

(3) As of the date and time of the Closing, Seller shall have no further responsibility for soil erosion, soil conditions or the growth or death of grass, trees or shrubbery. Seller shall not be liable for trees or shrubs, or damage or destruction to same. Seller makes no warranty whatsoever as to the type, location or amount of trees which will exist on the Property after construction. Seller will plant grass seed or install sod, as the case may be, in certain locations at Seller's discretion; however, as part of its construction many areas will be left in their natural state and will not be landscaped in any way. Because the growth of grass seed and the health of sod are dependent on Purchaser's care and maintenance, Seller makes no warranty regarding the presence, absence, growth or death of grass. Because prevention of erosion is dependent on Purchaser's care and maintenance of the grass and sod, Seller makes no warranty regarding erosion.

(4) Seller shall not be responsible for the correction of any leakage or seepage caused by: (a) damaged water pipes or mains, (b) alteration of the landscaping by a party other than Seller (specifically including, without limitation, any changes which cause water to flow toward the dwelling), or (c) prolonged direction of water against the outside foundation wall from a spigot, sprinkler, hose or improperly maintained gutters or downspouts.

Initials:

JPB	4-26-15
ALP	4-26-15

Buyer: James R Zedlosky / Subdivision: Cobblestone Primrose / Lot 0175 / Address: 334 Summersweet Court / Job: 52577-0175

Salesperson: Jared W Paull / Date Printed: 04/26/2015

(5) Seller will not correct minor cosmetic defect after Closing unless the defect is listed on the Punch List prior to Closing. Unless a defect is noted on the Punch List, Seller does not warrant the installation or the quality of any carpet or flooring product.

c. Disclaimer and Limitation on Seller's Liability. THE WARRANTY MADE BY SELLER PURSUANT TO SUBSECTION b ABOVE IS TO THE EXCLUSION OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND SELLER HEREBY DISCLAIMS ANY AND ALL SUCH OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE PAST, PRESENT OR FUTURE CONDITION OR USE OF ANY LANDS OR AREAS SURROUNDING THE PROPERTY OR IN THE VICINITY OF THE PROPERTY. AFTER CLOSING, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION TO PURCHASER OF ANY NATURE WHATSOEVER EXCEPT AS PROVIDED IN THIS SECTION 14 OF THIS AGREEMENT, IN SECTION 21 BELOW AND IN SELLER'S LIMITED WARRANTY DEED TO PURCHASER. SELLER SHALL NOT BE LIABLE FOR ANY REASON UNDER ANY CIRCUMSTANCES TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER FOR MONETARY DAMAGES OF ANY KIND, INCLUDING SECONDARY, CONSEQUENTIAL, PUNITIVE, GENERAL, SPECIAL OR INDIRECT DAMAGES.

15. MANDATORY BINDING ARBITRATION. PURCHASER AND SELLER SHALL SUBMIT TO BINDING ARBITRATION ANY AND ALL DISPUTES WHICH MAY ARISE BETWEEN THEM REGARDING THIS CONTRACT AND/OR THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY DISPUTES REGARDING: (A) SELLER'S CONSTRUCTION AND DELIVERY OF THE HOME; (B) SELLER'S PERFORMANCE UNDER ANY PUNCH LIST OR INSPECTION AGREEMENT; AND (C) SELLER'S WARRANTY PURSUANT TO SECTION 14 ABOVE. THE ARBITRATION SHALL TAKE PLACE IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE PROCEEDING SHALL BE CONDUCTED PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"), AND TO THE EXTENT POSSIBLE, UNDER RULES WHICH PROVIDE FOR AN EXPEDITED HEARING. THE FILING FEE FOR THE ARBITRATION SHALL BE PAID BY THE PARTY FILING THE ARBITRATION DEMAND, BUT THE ARBITRATOR SHALL HAVE THE RIGHT TO ASSESS OR ALLOCATE THE FILING FEES AND ANY OTHER COSTS OF THE ARBITRATION AS A PART OF THE ARBITRATOR'S FINAL ORDER. THE ARBITRATION SHALL BE BINDING AND FINAL, AND EITHER PARTY SHALL HAVE THE RIGHT TO SEEK JUDICIAL ENFORCEMENT OF THE ARBITRATION AWARD. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ANY DISPUTES ARISING UNDER THE STRUCTURAL WARRANTY PROVIDED TO PURCHASER BY THE NWP SHALL BE MEDIATED, ARBITRATED AND/OR JUDICIALLY RESOLVED PURSUANT TO THE TERMS, CONDITIONS, PROCEDURES AND RULES OF THAT WARRANTY PROGRAM.

16. CLOSING. The actual exchange of the Purchase Price for the Special Warranty Deed and possession of the Property is referred to herein as the "Closing." The date on which the exchange occurs is referred to herein as the "Closing Date." Closing shall not be complete until Seller has received full payment of the Purchase Price. Closing shall be scheduled and conducted as follow:

a. Closing Date. The subsection checked below shall apply:

☒ (1) Closing shall take place on or before 05/29/2015. Seller shall notify Purchaser of the final date and time of Closing at least three (3) days in advance.

☐ (2) Seller shall notify Purchaser of a tentative date for Closing at least thirty (30) days in advance. Not less than ten (10) days prior to the tentative date set by Seller, Seller shall notify Purchaser by telephone and/or email of the final date and time for Closing, which shall be no earlier than, but may be later than, the tentative date previously set by Seller. Subject only to the provisions of Section 20 below, Closing shall occur no later than that date which is two (2) years after the date that Purchaser signs this Agreement.

Initials:

JPB	4-26-15
JW	4-25-15

Buyer: James R Zedsky / Subdivision: Cobblestone Primrose / Lot 0175 / Address: 334 Summersweet Court / Job: 52577-0175

Salesperson: Jared W Paull / Date Printed: 04/26/2015

b. Exchange at Closing. At Closing, Seller shall deliver to Purchaser the Special Warranty Deed for the Property, possession of the Property, a certificate of occupancy for the house located on the Property issued by the applicable governmental authority, and, if applicable, a certificate of final approval by FHA or VA. At Closing, Purchaser shall pay to Seller the Purchase Price in full.

c. Place of Closing. Closing shall take place at the office of Purchaser's attorney in Lexington County, South Carolina, or at such other place as the parties may agree in advance.

d. Closing Costs. Seller shall pay for preparation of the deed, Seller's attorney's fees. Purchaser shall pay for all other costs related to the Closing, including but not limited to any property transfer tax (deed stamps) imposed by the State of South Carolina. Real estate taxes on the Property for the calendar year in which the sale is closed shall be prorated as of the Closing Date. In the event the property is part of a condominium, any prepaid owners' association dues, fees or assessments shall be prorated at Closing.

17. UTILITIES AND PERSONAL PROPERTY. Purchaser shall transfer all utilities into Purchaser's name within three (3) business days after Closing. Purchaser shall not move any personal property onto the Property prior to Closing.

18. DEFAULT; REMEDIES. The remedies specified below shall be the sole and exclusive remedies available to the parties in the event of breach of this Agreement, and shall be to the exclusion of all other remedies at law or in equity.

a. Purchaser's Default. If Purchaser defaults on any of its obligations hereunder prior to Closing, Seller's sole and exclusive remedy shall be to terminate this Agreement by written notice to Purchaser; whereupon, Seller shall retain all Earnest Money and Option Money paid by Purchaser to Seller as liquidated damages. Thereafter, neither party shall have any further liability or obligation to the other hereunder.

b. Seller's Default. If Seller defaults on any of its obligations hereunder prior to Closing, Purchaser's sole and exclusive remedy shall be either: (a) to terminate this Agreement by written notice to Seller, whereupon Purchaser shall be entitled to recover all Earnest Money and Option Money (if any) paid to Seller; or (b) to seek specific performance of this Agreement by serving written notice of default on Seller and by instituting mandatory binding arbitration of Purchaser's claim of default and demand for specific performance. Notwithstanding the foregoing, subject to the provisions of Section 20 below and provided that Seller has not terminated this Agreement as a result of breach by Purchaser, if Seller is obligated by this Agreement to build a single-family residence on the Lot and Seller fails to complete construction of the residence within two (2) years of the date Purchaser signs this Agreement, then Purchaser may pursue whatever remedies it may have against Seller at law or in equity.

19. TIME/DATE. The Effective Date of this Agreement shall be the date of signing of this Agreement by the last of the parties to sign. **Time is of the essence** as to the occurrence of all events, the satisfaction of all conditions and the performance of all obligations hereunder.

20. EXCUSED DELAYS. Notwithstanding any other provision herein, if Seller is delayed in performing any of its obligations hereunder or meeting any specified completion dates by labor disputes, fire, delays in deliveries, adverse weather conditions, unanticipated damage to or destruction of the Property, governmental controls or moratoria, acts of God or any other causes beyond Seller's reasonable control, then the time-period specified herein for performance of such obligation and/or meeting such completion date shall be extended a sufficient number of working days to enable and allow Seller to perform and/or complete the obligation.

Initials:

JRZ	4-26-15
JKP	4-26-15

Buyer: James R Zedosky / Subdivision: Cobblestone Primrose / Lot 0175 / Address: 334 Summersweet Court / Job: 52577-0175

Salesperson: Jared W Paull / Date Printed: 04/26/2015

21. WALK-THROUGH. Not more than ten (10) days prior to Closing, Purchaser and Seller shall conduct a mutual examination of the Property, commonly referred to as a "walk-through." Seller shall schedule the walk-through during normal working hours (Mon. – Fri., 8:00AM to 4:00PM) and shall give Purchaser at least twenty-four (24) hours prior notice of the scheduled time by telephone. Immediately after the walk-through, Purchaser and Seller shall prepare a written list of items on the Property that the parties agree should be corrected, repaired or replaced (hereinafter, the "Punch List"). Seller shall thereafter correct, repair or replace the items listed on the Punch List. Under no circumstances shall Seller be required to correct, repair or replace any items on or of the Property that are not listed on a written Punch List that has been signed by Seller. Seller's obligation to correct, repair or replace any items that are listed on a written Punch List that has been signed by Seller shall survive Closing. UNDER NO CIRCUMSTANCES SHALL CLOSING BE DELAYED DUE TO SELLER'S FAILURE TO COMMENCE OR COMPLETE CORRECTION, REPAIR OR REPLACEMENT OF ANY ITEMS ON A PUNCH LIST. UNDER NO CIRCUMSTANCES SHALL FUNDS BE ESCROWED AT CLOSING TO COVER THE COST OF CORRECTION, REPAIR OR REPLACEMENT OF ANY ITEMS ON A PUNCH LIST.

22. RESTRICTIVE COVENANTS; HOMEOWNERS ASSOCIATION. Purchaser acknowledges receipt of a copy of that Declaration of Covenants, Conditions and Restrictions for Cobblestone Primrose Subdivision of record at Book 1117 Page 3721, County Registry, together with all amendments thereto (collectively, the "Declaration"). Purchaser acknowledges that the Property is subject to the Declaration and that upon purchase of the Property, Purchaser shall personally be subject to all the provisions of the Declaration, including but not limited to provisions requiring membership in and payment of assessment to Cobblestone Primrose Property Owner's Association (the "Association"). Purchaser acknowledges that the current regular assessment due to the Association is \$ 312.50 per quarter. Purchaser acknowledges that in addition to the regular assessment, Purchaser shall be required to pay an initial Capital Contribution fee of \$0. Purchaser acknowledges that the current Club Fee due at closing is \$2,500. Purchaser acknowledges that in addition to Association and Club fees, Purchaser shall be required to pay a transfer fee of . PURCHASER FURTHER ACKNOWLEDGES THAT THE DECLARATION MAY BE AMENDED FROM TIME TO TIME AS PROVIDED THEREIN, AND THAT THE AMOUNTS TO BE PAID BY PURCHASER TO THE ASSOCIATION MAY CHANGE ACCORDINGLY.

23. SUCCESSORS AND ASSIGNS; INTERPRETATION. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their heirs, successors, administrators, executors and assigns. Purchaser shall not have the right to assign Purchaser's interest in this Agreement. As required by context herein, the singular shall include the plural, and the neuter shall include the masculine and the feminine.

24. ENTIRE AGREEMENT; AMENDMENT. This document contains the sole and entire agreement between the parties hereto with regard to the Property. All prior discussions have been merged into this Agreement. No representation, statement, promise or inducement shall be binding upon either party hereto unless specifically stated in this Agreement. This Agreement may not be modified except by a writing signed by both parties.

25. ADDENDA AND EXHIBITS.

- a. **Addenda.** The following Addenda are attached hereto and incorporated herein: (Buyer's initial if applicable)

- (1) Addendum 1, Builder's Referral Incentives and Contributions Addendum
- (2) Addendum 2, New Construction Addendum (PreSale Only)
- (3) Addendum 2, Construction in Progress Addendum
- (4) Addendum 3, Sale of Current Residence Contingency
- (5) Addendum 4, Design Center Voucher
- (6) Addendum 5, Special Stipulations Addendum
- (7) Addendum 7, Disclosure and Acknowledgement Regarding Amenities

☒
 N/A
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☒
 N/A
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☒

X
 X

- b. **Exhibits.** The following Exhibits are attached hereto and incorporated herein: (Buyer's initial if applicable)

- (1) Exhibit A, Community Series Specifications (not applicable on completed homes)
- (2) Exhibit B, Selected Options List
- (3) Exhibit C, _____ N/A

N/A
☒
 X
 X

Initials:

JPB	4-26-15
AKZ	4-26-15

Buyer: James R Zedosky / Subdivision: Cobblestone Primrose / Lot 0175 / Address: 334 Summersweet Court / Job: 52577-0175

Salesperson: Jared W Pauli / Date Printed: 04/26/2015

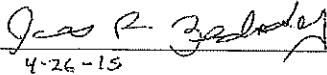
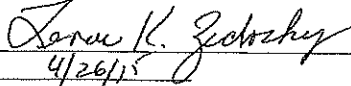
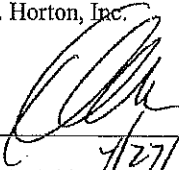
26. NOTICE. Except when specifically provided otherwise herein, any notices required to be given hereunder must be in writing. Notice shall be deemed delivered upon receipt or refusal if deposited in the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid, properly addressed to the party to be served. Notice shall also be deemed given if delivered to the address for service of notice shown below by Federal Express, UPS or other nationally recognized overnight carrier service, with no signature or receipt required. Each party warrants that its correct mailing address for service of notice is shown below. Purchaser warrants that its correct telephone number and email address are shown below. A party may change its address for service of notice by giving the other party written notice of the change of address.

27. OFFER. This instrument shall be regarded as an offer by the first party to sign until fully executed by both parties, at which time it shall become binding on both parties.

WHEN SIGNED BY BOTH PARTIES, THIS DOCUMENT WILL BECOME A BINDING CONTRACT IMPOSING LEGALLY ENFORCEABLE OBLIGATIONS UPON YOU. IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT OR IF YOU DO NOT FEEL IT MEETS YOUR NEEDS, YOU SHOULD CONSULT A SOUTH CAROLINA REAL ESTATE ATTORNEY BEFORE SIGNING IT.

NOTE: SELLER IS LICENSED AS A REAL ESTATE OFFICE IN SOUTH CAROLINA.

IN WITNESS WHEREOF, the parties hereto have executed this Home Purchase Agreement on the dates indicated below.

Purchaser: James R Zedosky <u></u> Date: <u>4-26-15</u> Lenore K Zedosky <u></u> Date: <u>4/26/15</u> Purchaser's Current Mailing Address: 1553 Mt. Vernon Road Charleston, WV 25314 Purchaser's Home Phone: <u>(304) 345-5030</u> Mobile: <u> </u> Work: <u> </u> Purchaser's Email: <u>atdgrand@suddenlink.net</u>	Seller: D. R. Horton, Inc. By: <u></u> Date: <u>4/27/15</u> Seller's Address: <u>8001 Arrowridge Blvd</u> <u>Charlotte, NC 28273</u> Seller's Phone: <u>704-377-2006</u>

Buyer: Douglas Shea / Subdivision: Cobblestone Primrose / Lot 0187 / Address: 392 Summersweet Court / Job: 52577-0187

Salesperson: Harrison J Long / Date Printed: 08/17/2014



HOME PURCHASE AGREEMENT

NOTE: THIS CONTRACT PROVIDES FOR MANDATORY BINDING ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, SECTIONS 14-48-10 ET SEQ., SOUTH CAROLINA CODE OF LAWS (1976, AS AMENDED)

In consideration of the reciprocal covenants stated herein, D.R. Horton, Inc. ("Seller") and Douglas Shea and Sally Shea (collectively, "Purchaser") agree as follows:

1. CONVEYANCE. Seller shall sell to Purchaser and Purchaser shall purchase from Seller all that parcel of land located in **Richland County, SC**, with a street address of **392 Summersweet Court BLYTHEWOOD, SC 29016**, more particularly described as Lot **0187, Cobblestone Primrose** Subdivision (the "Lot"), together with all improvements thereon and all appurtenances thereto, **but less and except all rights, titles and interests to all oil, gas, water, petroleum, natural gas, coal, lignite and other minerals and hydrocarbons, and all geothermal energy and resources, located in whole or in part on, in or under the Lot and / or that may be produced or extracted from the Lot.** The interests to be conveyed pursuant to this Agreement are hereinafter collectively referred to as the "Property."

2. PURCHASE PRICE AND METHOD OF PAYMENT. Subject to adjustment as may be provided herein, the Purchase Price for the Property shall be: **Two hundred ninety-nine thousand five hundred and 00/100 Dollars (\$299,500.00)** to be paid in cash as provided herein. A breakdown of the Purchase Price as of the Effective Date (defined in Section 19 below) is set forth in Addendum 2 attached hereto and incorporated herein. The terms of the subsection (a or b) checked below shall also apply.

 a. No Financing Contingency.

Purchaser shall pay to Seller the Purchase Price in cash at Closing. Within ten (10) business days of the Effective Date, Purchaser shall provide documentation to Seller that will verify to Seller's reasonable satisfaction that Purchaser has the available funds necessary to purchase the Property according to the terms of this Agreement. If Purchaser does not provide such documentation to Seller within that time period, then Seller may at its option terminate this Agreement by providing written notice to Purchaser of termination, in which event Seller shall retain the Earnest Money and neither party shall have any further obligation or liability to the other hereunder.

 X b. Financing Contingency

(1) Purchaser shall use its best efforts to obtain a loan in the principal amount of no more than % of the Purchase Price, reduced to the next lowest hundred dollars, (the "Loan") to be secured by a first priority mortgage on the Property. The proceeds of the Loan, together with the balance of the Purchase Price, shall be paid to Seller by Purchaser in cash or other immediately available funds at Closing.

(2) Purchaser shall apply for the Loan within five (5) days of the Effective Date. Failure by Purchaser to apply for the Loan within that time-period or to pursue approval of the Loan diligently thereafter shall constitute a material breach of this Agreement by Purchaser. Within thirty (30) days of the Effective Date, Purchaser shall provide Seller with a letter from Purchaser's lender (the "Approval Letter") confirming that the Loan has been approved. If Purchaser fails to provide the Approval Letter to Seller within that period, then Seller may terminate this Agreement upon written notice to Purchaser, in which event the Earnest Money shall be refunded to Purchaser if Purchaser is not in breach of this Agreement, and thereafter neither party shall have any further liability or obligation to the other hereunder.

Initials:

X	DS	8-17-14
X	SS	8-17-2014

Buyer: Douglas Shen / Subdivision: Cobblestone Primrose / Lot 0187 / Address: 392 Summersweet Court / Job: 52577-0187

Salesperson: Harrison J Long / Date Printed: 08/17/2014

(3) Purchaser acknowledges that there are many different loan programs available from many different lenders. If the loan approval obtained by Purchaser contains any contingencies, Seller may require the satisfaction of those contingencies within the time period specified for obtaining the Approval Letter and terminate this Agreement if those contingencies are not waived or satisfied; in which event, the Earnest Money shall be refunded to Purchaser, and neither party shall thereafter have any further liability or obligation to the other hereunder.

(4) Purchaser understands and acknowledges that loan/credit approvals are valid for up to one hundred twenty (120) days. Purchaser shall update loan/credit approval documentation as needed in order to maintain current loan approval up until the date of closing. Purchaser agrees to execute all papers and perform all other actions necessary to obtain the Loan and to accept the Loan if approved by lender. Purchaser shall, in addition to the payment of principal and interest upon the Loan, pay at Closing such amounts as may be required by the lender to establish or maintain an escrow for insurance, property taxes or private mortgage insurance.

(5) If Purchaser applies and obtains a commitment for an FHA insured loan, then notwithstanding any other provision of this Agreement, Purchaser shall not be obligated to complete the purchase of the Property or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs or a Direct Endorsement lender setting forth the appraised value of the property of not less than the full final purchase price. The Purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development ("HUD") will insure. HUD does not warrant the value or the condition of the property. Purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

(6) If Purchaser applies and obtains a commitment for a VA guaranteed loan, then notwithstanding any other provision of this Agreement, Purchaser shall not incur any penalty for forfeiture of earnest money or otherwise or be obligated to complete the purchase of the Property if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

3. FINANCIAL INFORMATION. Purchaser acknowledges that Purchaser's financial situation may affect Purchaser's ability to obtain a loan and/or purchase this Property. Purchaser further acknowledges that it is important for the Seller to know Purchaser's financial situation and Purchaser's ability to obtain financing. Purchaser hereby grants permission for the Seller to contact any mortgage company or financial institution to which Purchaser may apply for a loan and to discuss Purchaser's financial situation and prospects of obtaining a loan. Purchaser hereby authorizes any mortgage company or financial institution from which Purchaser may seek a loan to discuss Purchaser's financial status with the Seller and to provide the Seller with any documentation or information regarding said financial status, including but not limited to Purchaser's credit score.

4. EARNEST MONEY.

a. **Deposits.** Purchaser has paid to Seller an Initial Deposit as shown below. Purchaser shall pay to Seller Additional Deposits in the amounts shown below by the due dates shown below. Failure by Purchaser to pay an Additional Deposit by the applicable due date shall constitute a material breach of this Agreement by Purchaser. The schedule of deposits is as follows:

08/16/2014	\$5,000.00
Total Earnest Deposits: \$5,000.00	

Initials:

X	[Signature]	8.17.14
X	[Signature]	8.17.2014

Buyer: Douglas Shea / Subdivision: Cobblestone Primrose / Lot 0187 / Address: 392 Summersweet Court / Job: 52577-0187

Salesperson: Harrison J Long / Date Printed: 08/17/2014

b. Disbursement. The Initial Deposit and the Additional Deposit are hereinafter referred to as the "Earnest Money," both individually and collectively. The Earnest Money shall be retained by Seller except as otherwise expressly stated in this Agreement. At Closing, the Earnest Money shall be credited to Purchaser against the Purchase Price; otherwise, the Earnest Money shall be disbursed as provided herein. If any dispute arises between Purchaser and Seller as to the final disposition of all or part of the Earnest Money, Seller may, but shall not be required to, interplead all or any disputed part of the Earnest Money into a court of competent jurisdiction. If Seller interpleads the Earnest Money into a court, Seller shall be entitled to recover the costs of such interpleader, including reasonable attorney's fees incurred in connection with the interpleader, from the Earnest Money.

5. SURVEY. At Closing, Seller shall provide Purchaser with a plat of survey of the Lot performed by an independent, licensed surveyor or engineer, showing all improvements located thereon as of the date of the survey. The plat of survey shall be suitable for use by Purchaser's closing attorney to obtain title insurance for the Property without exception for matters that would be shown or revealed by a current survey of the Lot. **At Closing, Purchaser shall reimburse Seller for the cost of the survey and pay to Seller a reasonable fee, not to exceed Three Hundred & Fifty Dollars (\$350.00), for obtaining and providing the survey.** Seller makes no warranty or representation whatsoever regarding the quality, accuracy or reliability of the survey. Seller makes no warranty or representation whatsoever regarding any matter that would be shown or revealed by an accurate survey of the Lot.

6. WARRANTY OF TITLE. Seller shall convey insurable fee simple title of the Property to Purchaser at Closing by special or limited warranty deed, subject to: (a) zoning ordinances affecting the Property; (b) utility, drainage and other easements of record upon which the residence does not encroach; (c) subdivision covenants, conditions and restrictions; (d) all matters shown on the final plat for the subdivision where the Property is located; (e) a prior conveyance of all rights, titles and interests to all oil, gas, water, petroleum, natural gas, coal, lignite and other minerals and hydrocarbons, and all geothermal energy and resources, located in whole or in part on, in or under the Lot and/or that may be produced or extracted from the Lot; and (f) any matters that would be shown or revealed by a current survey of the Lot. "Insurable title" shall mean title which a title insurance company licensed to do business in South Carolina will insure at its regular rates, subject only to its standard exceptions and those exceptions listed in subsections (a) through (e) above.

7. TITLE EXAMINATION. Purchaser shall have until ten (10) days prior to the Closing Date to examine title to the Property and to furnish Seller with a written statement of any exceptions to insurable title. If Purchaser does not serve Seller with notice of exception to insurable title prior to that date, Purchaser shall have waived any objection to title to the Property as it existed as of the Effective Date. If Purchaser does serve such notice on Seller prior to that date, the notice shall specify and itemize the exceptions to insurable title. If Seller does not remove any exceptions to insurable title within a reasonable time, Purchaser shall have the right to terminate this Agreement and to receive a refund of the Earnest Money and any Option Money paid to Seller. Under no circumstances shall Seller be obligated or required to remove or cure any exception to title to the Property that is not a valid exception to insurable title as defined in Section 6 above.

8. DESTRUCTION. If the home built on the Lot is either totally destroyed or substantially damaged (as determined by Seller in its sole discretion) before Closing, either party may terminate this Agreement by written notice to the other within ten (10) days of the date of such destruction. After Closing, all risk of loss to the Property shall be upon Purchaser.

9. INSPECTION.

a. Procedure Prior to Closing, Seller shall have the right to deny access to the Lot to any person at any time, as Seller determines in its sole discretion. However, Purchaser or a professional home inspector contracted by Purchaser shall have the right to enter upon the Property at reasonable times during normal business hours for the purpose of inspecting, examining, testing and surveying the Property, solely at Purchaser's expense, provided that any such inspection must meet the following requirements and conditions:

(1) Inspections by Purchaser:

Initials:

X	DM	8.17.14
2	SP	8.17.2014

Buyer: Douglas Shea / Subdivision: Cobblestone Primrose / Lot 0187 / Address: 392 Summersweet Court / Job: 52577-0187

Salesperson: Harrison J Long / Date Printed: 08/17/2014

(a) All Inspections by Purchaser must be scheduled through the Community Construction Superintendent. These inspections must be scheduled at least seven (7) days in advance, must take place during normal working hours (Mon. – Fri. 8:00AM to 4:00PM) and must be in accordance with the Community Construction Superintendent's production schedule.

(b) Seller or its appointed representative shall have the right to accompany Purchaser during the inspection.

(2) Inspections by an independent professional home inspector:

(a) All Inspections by a professional home inspector must be scheduled through the Community Construction Superintendent. These inspections must be scheduled at least seven (7) days in advance, must take place during normal working hours (Mon. – Fri. 8:00AM to 4:00PM) and must be in accordance with the Community Construction Superintendent's production schedule. IF AN INSPECTOR DOES NOT HAVE AN APPOINTMENT ONE WEEK PRIOR TO THE PROPOSED INSPECTION, THE INSPECTOR WILL NOT BE ALLOWED TO PERFORM THE INSPECTION AND WILL BE INSTRUCTED TO RESCHEDULE. SELLER WILL NOT DELAY CONSTRUCTION OR CLOSING TO ACCOMMODATE INSPECTION APPOINTMENTS.

(b) Seller or its appointed representative shall accompany the home inspector during the inspection.

(c) The home inspector must be licensed to do business by the State of South Carolina and must furnish to Seller a copy of the home inspector's State License Certificate prior to the inspection.

(d) Prior to the inspection, the home inspector must furnish Seller with proof that the home inspector has workman's compensation insurance, if applicable, and a \$300,000.00 General Liability Insurance Policy which names Seller as an additional insured.

Failure by Purchaser to follow the procedures set forth in this subsection shall constitute a material breach of this Agreement. Unauthorized entry onto the Lot by Purchaser, its agents or contractors shall constitute a material breach of this Agreement.

b. Purchaser's Indemnity. Purchaser assumes all responsibility for the acts of Purchaser, Purchaser's agents, contractors or representatives in exercising Purchaser's rights under this Section, and shall indemnify and hold Seller harmless from any loss or expense Seller may suffer as a result of any claim or damage which arises directly or indirectly out of Purchaser's exercise of its rights under this Section. Notwithstanding any other provision herein, Purchaser's indemnity of Seller pursuant to this Section shall survive Closing and the termination of this Agreement for any reason.

c. Inspection Results. In the event any inspection by Purchaser or its agents or contractors reveals a purported defect in the Property, Purchaser shall provide Seller with written notice of the claim of defect and, if a professional home inspection was performed, a true and complete copy of any report produced by the home inspector. If Seller determines the claim of defect is valid, Seller shall correct or repair the defect. If Seller determines the claim of defect is not valid, Seller shall notify the Purchaser of that determination within thirty (30) days of receipt of the written notice of claim of defect. Notwithstanding any other provision herein, Seller shall not be required to correct or repair any defect in construction that does not constitute a violation of: (1) the building code of the governing jurisdiction in which the Property is located, or (2) the building guidelines and standards of the provider of the Structural Warranty pursuant to subsection a of Section 14 below.

10. REAL ESTATE BROKER AND COMMISSION. In negotiating this Agreement, Seller has acted as its own real estate broker. Purchaser acknowledges that Seller's sales agents represent Seller only, and do not represent Purchaser. Purchaser represents to Seller that Purchaser has not employed any real estate broker, agent or finder in connection with this Agreement, other than, an agent of ("Co-Broker"), who represents Purchaser. Purchaser shall indemnify and hold Seller harmless from and against any and all liabilities, losses, costs, damages and expenses (including attorneys' fees and expenses and costs of litigation) that Seller may suffer or incur because of any claim by any broker, agent or finder, whether or not meritorious, for any compensation with regard to this transaction arising out of any acts or contracts of Purchaser, other than the Co-Broker named above. Notwithstanding any other provision herein, the provisions of this Section shall survive Closing or termination of this Agreement for any reason. Purchaser acknowledges receipt of a copy of the Agency Disclosure Brochure.

Initials:

1	DS	8.17.14
2	SJS	8.17.2014

Buyer: Douglas Shea / Subdivision: Cobblestone Primrose / Lot 0187 / Address: 392 Summersweet Court / Job: 52577-0187

Salesperson: Harrison J Long / Date Printed: 08/17/2014

11. NO RELIANCE. Purchaser acknowledges that it has not relied upon the advice or representations, if any, of Seller, Broker or Seller's salespersons or other agents with regard to the legal and tax consequences of this Agreement or the terms and conditions of any proposed financing of the purchase of the Property. Purchaser acknowledges that if such matters are of concern to Purchaser, Purchaser must obtain independent, professional advice regarding them.

12. WOOD INFESTATION REPORT. At the time of Closing, Seller shall provide Purchaser with a letter or a soil treatment report from a pest-control company licensed in South Carolina certifying that the Lot has been treated within one (1) year of the date of Closing for subterranean termite infestation. If required by Purchaser's lender, Purchaser may obtain at Purchaser's expense a South Carolina Wood Infestation Report performed by a pest-inspection company licensed in South Carolina.

13. HAZARDOUS SUBSTANCES. Purchaser acknowledges that Seller makes no representation or warranty with respect to the presence or absence of toxic waste, radon, hazardous materials or other undesirable substances on the Property. SELLER HEREBY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE PRESENCE OF ANY SUCH SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY.

14. WARRANTIES AND DISCLAIMER.

a. NWP Warranty; Manufacturers' Warranties. At Closing, Seller shall execute and deliver to Purchaser at no additional cost to Purchaser a structural warranty (the "Structural Warranty") by and from Residential Warranty Corporation or such other national warranty provider as Seller may reasonably select (the "NWP"). The Structural Warranty will provide, at a minimum, a ten (10) year structural warranty for the residence located or to be located on the Property. Prior to or at Closing, Seller shall provide purchaser with a brochure or handbook from the NWP that states the terms of the Structural Warranty. In addition, at Closing Seller shall assign to Purchaser all warranties, expressed or implied, which are given by the manufacturer of any appliance or product installed in the home built or to be built on the Property.

b. Horton One-Year Warranty. In addition, if within one year after the date of Closing any material feature of the construction of the home on the Property is found to be not in accordance with the requirements of this Agreement, then Seller shall correct such defect in construction after receipt of written request from Purchaser to do so, unless Purchaser has previously accepted or approved such defect or condition in writing. Seller shall correct such defects either: (i) approximately thirty (30) days after Closing, or (ii) approximately eleven (11) months after closing. Oral or email requests to Seller's staff are not acceptable. If Purchaser fails to notify Seller of the defect within the 1-year warranty period, or if Purchaser does not allow Seller any and all access to the Property needed to correct the defect during reasonable business hours, then Purchaser shall be deemed to have waived any claim against Seller for failure to correct such defect or condition. Notwithstanding any other provision herein, all of Seller's obligations and responsibilities pursuant to this subsection shall automatically expire one year from the date of Closing. Also, the following matters are excluded from Seller's Warranty:

(1) Landscaping, including trees, shrubs, grass and flowers are not covered by any warranty.
 (2) Grading and drainage are not covered by any warranty, nor will they be maintained or modified by Seller after closing in any way whatsoever UNLESS the grading or drainage is found to be in violation of the applicable provision of the South Carolina Residential Construction Standards. Purchaser's closing of the sale constitutes an acceptance of the existing drainage and erosion controls of the Property, except for matters noted on a Punch List as provided in Section 21 below.

(3) As of the date and time of the Closing, Seller shall have no further responsibility for soil erosion, soil conditions or the growth or death of grass, trees or shrubbery. Seller shall not be liable for trees or shrubs, or damage or destruction to same. Seller makes no warranty whatsoever as to the type, location or amount of trees which will exist on the Property after construction. Seller will plant grass seed or install sod, as the case may be, in certain locations at Seller's discretion; however, as part of its construction many areas will be left in their natural state and will not be landscaped in any way. Because the growth of grass seed and the health of sod are dependent on Purchaser's care and maintenance, Seller makes no warranty regarding the presence, absence, growth or death of grass. Because prevention of erosion is dependent on Purchaser's care and maintenance of the grass and sod, Seller makes no warranty regarding erosion.

(4) Seller shall not be responsible for the correction of any leakage or seepage caused by: (a) damaged water pipes or mains, (b) alteration of the landscaping by a party other than Seller (specifically including, without limitation, any changes which cause water to flow toward the dwelling), or (c) prolonged direction of water against the outside foundation wall from a spigot, sprinkler, hose or improperly maintained gutters or downspouts.

Initials:

X	HS	8.17.14
X	SS	8.17.2014

Buyer: Douglas Shea / Subdivision: Cobblestone Primrose / Lot 0187 / Address: 392 Summerswest Court / Job: 52577-0187

Salesperson: Harrison J Long / Date Printed: 08/17/2014

(5) Seller will not correct minor cosmetic defect after Closing unless the defect is listed on the Punch List prior to Closing. Unless a defect is noted on the Punch List, Seller does not warrant the installation or the quality of any carpet or flooring product.

c. Disclaimer and Limitation on Seller's Liability. THE WARRANTY MADE BY SELLER PURSUANT TO SUBSECTION b ABOVE IS TO THE EXCLUSION OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND SELLER HEREBY DISCLAIMS ANY AND ALL SUCH OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE PAST, PRESENT OR FUTURE CONDITION OR USE OF ANY LANDS OR AREAS SURROUNDING THE PROPERTY OR IN THE VICINITY OF THE PROPERTY. AFTER CLOSING, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION TO PURCHASER OF ANY NATURE WHATSOEVER EXCEPT AS PROVIDED IN THIS SECTION 14 OF THIS AGREEMENT, IN SECTION 21 BELOW AND IN SELLER'S LIMITED WARRANTY DEED TO PURCHASER. SELLER SHALL NOT BE LIABLE FOR ANY REASON UNDER ANY CIRCUMSTANCES TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER FOR MONETARY DAMAGES OF ANY KIND, INCLUDING SECONDARY, CONSEQUENTIAL, PUNITIVE, GENERAL, SPECIAL OR INDIRECT DAMAGES.

15. MANDATORY BINDING ARBITRATION. PURCHASER AND SELLER SHALL SUBMIT TO BINDING ARBITRATION ANY AND ALL DISPUTES WHICH MAY ARISE BETWEEN THEM REGARDING THIS CONTRACT AND/OR THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY DISPUTES REGARDING: (A) SELLER'S CONSTRUCTION AND DELIVERY OF THE HOME; (B) SELLER'S PERFORMANCE UNDER ANY PUNCH LIST OR INSPECTION AGREEMENT; AND (C) SELLER'S WARRANTY PURSUANT TO SECTION 14 ABOVE. THE ARBITRATION SHALL TAKE PLACE IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE PROCEEDING SHALL BE CONDUCTED PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"), AND TO THE EXTENT POSSIBLE, UNDER RULES WHICH PROVIDE FOR AN EXPEDITED HEARING. THE FILING FEE FOR THE ARBITRATION SHALL BE PAID BY THE PARTY FILING THE ARBITRATION DEMAND, BUT THE ARBITRATOR SHALL HAVE THE RIGHT TO ASSESS OR ALLOCATE THE FILING FEES AND ANY OTHER COSTS OF THE ARBITRATION AS A PART OF THE ARBITRATOR'S FINAL ORDER. THE ARBITRATION SHALL BE BINDING AND FINAL, AND EITHER PARTY SHALL HAVE THE RIGHT TO SEEK JUDICIAL ENFORCEMENT OF THE ARBITRATION AWARD. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ANY DISPUTES ARISING UNDER THE STRUCTURAL WARRANTY PROVIDED TO PURCHASER BY THE NWP SHALL BE MEDIATED, ARBITRATED AND/OR JUDICIALLY RESOLVED PURSUANT TO THE TERMS, CONDITIONS, PROCEDURES AND RULES OF THAT WARRANTY PROGRAM.

16. CLOSING. The actual exchange of the Purchase Price for the Special Warranty Deed and possession of the Property is referred to herein as the "Closing." The date on which the exchange occurs is referred to herein as the "Closing Date." Closing shall not be complete until Seller has received full payment of the Purchase Price. Closing shall be scheduled and conducted as follow:

a. Closing Date. The subsection checked below shall apply:

☐ (1) Closing shall take place on or before 11/21/2014. Seller shall notify Purchaser of the final date and time of Closing at least three (3) days in advance.

☒ (2) Seller shall notify Purchaser of a tentative date for Closing at least thirty (30) days in advance. Not less than ten (10) days prior to the tentative date set by Seller, Seller shall notify Purchaser by telephone and/or email of the final date and time for Closing, which shall be no earlier than, but may be later than, the tentative date previously set by Seller. Subject only to the provisions of Section 20 below, Closing shall occur no later than that date which is two (2) years after the date that Purchaser signs this Agreement.

Initials:

X	<i>[Signature]</i>	8.17.14
X	<i>[Signature]</i>	8.17.2014

Buyer: Douglas Shen / Subdivision: Cobblestone Primrose / Lot 0187 / Address: 392 Summerswest Court / Job: 52577-0187

Salesperson: Harrison J Long / Date Printed: 08/17/2014

b. Exchange at Closing. At Closing, Seller shall deliver to Purchaser the Special Warranty Deed for the Property, possession of the Property, a certificate of occupancy for the house located on the Property issued by the applicable governmental authority, and, if applicable, a certificate of final approval by FHA or VA. At Closing, Purchaser shall pay to Seller the Purchase Price in full.

c. Place of Closing. Closing shall take place at the office of Purchaser's attorney in Lexington County, South Carolina, or at such other place as the parties may agree in advance.

d. Closing Costs. Seller shall pay for preparation of the deed, Seller's attorney's fees. Purchaser shall pay for all other costs related to the Closing, including but not limited to any property transfer tax (deed stamps) imposed by the State of South Carolina. Real estate taxes on the Property for the calendar year in which the sale is closed shall be prorated as of the Closing Date. In the event the property is part of a condominium, any prepaid owners' association dues, fees or assessments shall be prorated at Closing.

17. UTILITIES AND PERSONAL PROPERTY. Purchaser shall transfer all utilities into Purchaser's name within three (3) business days after Closing. Purchaser shall not move any personal property onto the Property prior to Closing.

18. DEFAULT; REMEDIES. The remedies specified below shall be the sole and exclusive remedies available to the parties in the event of breach of this Agreement, and shall be to the exclusion of all other remedies at law or in equity.

a. Purchaser's Default. If Purchaser defaults on any of its obligations hereunder prior to Closing, Seller's sole and exclusive remedy shall be to terminate this Agreement by written notice to Purchaser; whereupon, Seller shall retain all Earnest Money and Option Money paid by Purchaser to Seller as liquidated damages. Thereafter, neither party shall have any further liability or obligation to the other hereunder.

b. Seller's Default. If Seller defaults on any of its obligations hereunder prior to Closing, Purchaser's sole and exclusive remedy shall be either: (a) to terminate this Agreement by written notice to Seller, whereupon Purchaser shall be entitled to recover all Earnest Money and Option Money (if any) paid to Seller; or (b) to seek specific performance of this Agreement by serving written notice of default on Seller and by instituting mandatory binding arbitration of Purchaser's claim of default and demand for specific performance. Notwithstanding the foregoing, subject to the provisions of Section 20 below and provided that Seller has not terminated this Agreement as a result of breach by Purchaser, if Seller is obligated by this Agreement to build a single-family residence on the Lot and Seller fails to complete construction of the residence within two (2) years of the date Purchaser signs this Agreement, then Purchaser may pursue whatever remedies it may have against Seller at law or in equity.

19. TIME/DATE. The Effective Date of this Agreement shall be the date of signing of this Agreement by the last of the parties to sign. **Time is of the essence** as to the occurrence of all events, the satisfaction of all conditions and the performance of all obligations hereunder.

20. EXCUSED DELAYS. Notwithstanding any other provision herein, if Seller is delayed in performing any of its obligations hereunder or meeting any specified completion dates by labor disputes, fire, delays in deliveries, adverse weather conditions, unanticipated damage to or destruction of the Property, governmental controls or moratoria, acts of God or any other causes beyond Seller's reasonable control, then the time-period specified herein for performance of such obligation and/or meeting such completion date shall be extended a sufficient number of working days to enable and allow Seller to perform and/or complete the obligation.

Initials:

X	DM	8-17-14
✓	SS	8-17-2014

Buyer: Douglas Shes / Subdivision: Cobblestone Primrose / Lot 0187 / Address: 392 Summersweet Court / Job: 52577-0187

Salesperson: Harrison J Long / Date Printed: 08/17/2014

21. WALK-THROUGH. Not more than ten (10) days prior to Closing, Purchaser and Seller shall conduct a mutual examination of the Property, commonly referred to as a "walk-through." Seller shall schedule the walk-through during normal working hours (Mon. – Fri., 8:00AM to 4:00PM) and shall give Purchaser at least twenty-four (24) hours prior notice of the scheduled time by telephone. Immediately after the walk-through, Purchaser and Seller shall prepare a written list of items on the Property that the parties agree should be corrected, repaired or replaced (hereinafter, the "Punch List"). Seller shall thereafter correct, repair or replace the items listed on the Punch List. Under no circumstances shall Seller be required to correct, repair or replace any items on or of the Property that are not listed on a written Punch List that has been signed by Seller. Seller's obligation to correct, repair or replace any items that are listed on a written Punch List that has been signed by Seller shall survive Closing. UNDER NO CIRCUMSTANCES SHALL CLOSING BE DELAYED DUE TO SELLER'S FAILURE TO COMMENCE OR COMPLETE CORRECTION, REPAIR OR REPLACEMENT OF ANY ITEMS ON A PUNCH LIST. UNDER NO CIRCUMSTANCES SHALL FUNDS BE ESCROWED AT CLOSING TO COVER THE COST OF CORRECTION, REPAIR OR REPLACEMENT OF ANY ITEMS ON A PUNCH LIST.

22. RESTRICTIVE COVENANTS; HOMEOWNERS ASSOCIATION. Purchaser acknowledges receipt of a copy of that Declaration of Covenants, Conditions and Restrictions for Cobblestone Primrose Subdivision of record at Book 1117 Page 3721, County Registry, together with all amendments thereto (collectively, the "Declaration"). Purchaser acknowledges that the Property is subject to the Declaration and that upon purchase of the Property, Purchaser shall personally be subject to all the provisions of the Declaration, including but not limited to provisions requiring membership in and payment of assessment to Cobblestone Primrose Property Owner's Association (the "Association"). Purchaser acknowledges that the current regular assessment due to the Association is \$ 312.50 per quarter. Purchaser acknowledges that in addition to the regular assessment, Purchaser shall be required to pay an initial Capital Contribution fee of \$ 1,000. Purchaser acknowledges that the current Club Fee due at closing is \$ 2,500. Purchaser acknowledges that in addition to Association and Club fees, Purchaser shall be required to pay a transfer fee of .25%. PURCHASER FURTHER ACKNOWLEDGES THAT THE DECLARATION MAY BE AMENDED FROM TIME TO TIME AS PROVIDED THEREIN, AND THAT THE AMOUNTS TO BE PAID BY PURCHASER TO THE ASSOCIATION MAY CHANGE ACCORDINGLY.

23. SUCCESSORS AND ASSIGNS; INTERPRETATION. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their heirs, successors, administrators, executors and assigns. Purchaser shall not have the right to assign Purchaser's interest in this Agreement. As required by context herein, the singular shall include the plural, and the neuter shall include the masculine and the feminine.

24. ENTIRE AGREEMENT; AMENDMENT. This document contains the sole and entire agreement between the parties hereto with regard to the Property. All prior discussions have been merged into this Agreement. No representation, statement, promise or inducement shall be binding upon either party hereto unless specifically stated in this Agreement. This Agreement may not be modified except by a writing signed by both parties.

25. ADDENDA AND EXHIBITS.

a. **Addenda.** The following Addenda are attached hereto and incorporated herein: (Buyer's initial if applicable)

- (1) Addendum 1, Builder's Referral Incentives and Contributions Addendum
- (2) Addendum 2, New Construction Addendum (PreSale Only)
- (3) Addendum 2, Construction in Progress Addendum
- (4) Addendum 3, Sale of Current Residence Contingency
- (5) Addendum 4, Design Center Voucher
- (6) Addendum 5, Special Stipulations Addendum
- (7) Addendum 7, Disclosure and Acknowledgement Regarding Amenities

X DS JS
X DS JS
X DS JS
X DS JS
X DS JS

b. **Exhibits.** The following Exhibits are attached hereto and incorporated herein: (Buyer's initial if applicable)

- (1) Exhibit A, Community Series Specifications (not applicable on completed homes)
- (2) Exhibit B, Selected Options List
- (3) Exhibit C, _____

X DS JS

Initials:

X DS JS 8.17.14
X DS JS 8.17.2014

Buyer: Douglas Shea / Subdivision: Cobblestone Primrose / Lot 0187 / Address: 392 Summerswest Court / Job: 52577-0187

Salesperson: Harrison J Long / Date Printed: 08/17/2014

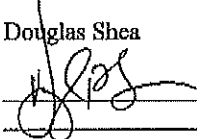
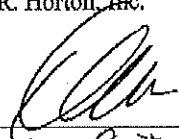
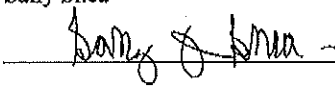
26. NOTICE. Except when specifically provided otherwise herein, any notices required to be given hereunder must be in writing. Notice shall be deemed delivered upon receipt or refusal if deposited in the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid, properly addressed to the party to be served. Notice shall also be deemed given if delivered to the address for service of notice shown below by Federal Express, UPS or other nationally recognized overnight carrier service, with no signature or receipt required. Each party warrants that its correct mailing address for service of notice is shown below. Purchaser warrants that its correct telephone number and email address are shown below. A party may change its address for service of notice by giving the other party written notice of the change of address.

27. OFFER. This instrument shall be regarded as an offer by the first party to sign until fully executed by both parties, at which time it shall become binding on both parties.

WHEN SIGNED BY BOTH PARTIES, THIS DOCUMENT WILL BECOME A BINDING CONTRACT IMPOSING LEGALLY ENFORCEABLE OBLIGATIONS UPON YOU. IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT OR IF YOU DO NOT FEEL IT MEETS YOUR NEEDS, YOU SHOULD CONSULT A SOUTH CAROLINA REAL ESTATE ATTORNEY BEFORE SIGNING IT.

NOTE: SELLER IS LICENSED AS A REAL ESTATE OFFICE IN SOUTH CAROLINA.

IN WITNESS WHEREOF, the parties hereto have executed this Home Purchase Agreement on the dates indicated below.

Purchaser: Douglas Shea  Date: 8.17.14	Seller: D. R. Horton, Inc. By:  Date: 8-27-14
Sally Shea  Date: 8.17.2014	Seller's Address: <u>8001 Arrowridge Blvd</u> <u>Charlotte, NC 28273</u> Seller's Phone: <u>704-377-2006</u>
Purchaser's Current Mailing Address: 155 Woodfield Rd Bristol, CT 06010	
Purchaser's Home Phone: <u>(203) 996-6889</u> Mobile: <u>(203) 996-6889</u> Work: <u>(203) 996-6889</u>	
Purchaser's Email: <u>douglas.shea@att.net</u>	

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

James R. Zedosky, Lenore K. Zedosky,
Douglas Shea, and Sally Shea,

Plaintiffs,

vs.

D.R. Horton, Inc. and Town of Blythewood,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

Case No. 2017-CP-40-04437

CERTIFICATE OF SERVICE

The undersigned, an employee of Rogers Townsend & Thomas, PC, hereby certifies that I have on this 17th day of September, 2017, served a true and accurate copy of the **Defendant D.R. Horton, Inc.'s Motion to Stay and to Compel Arbitration**, upon the following counsel of record, via U.S. mail, addressed as follows:

M. Alan Peace, Esquire
Taylor A. Peace, Esquire
Harrell, Martin & Peace, P.A.
Post Office Box 1000
Chapin, South Carolina 29036

Michael Tighe
Alden Terry
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, South Carolina 29202-1390



Erin Sweatman

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

James R. Zedosky, Lenore K. Zedosky,
Douglas Shea, and Sally Shea,

Plaintiffs,

v.

D.R. Horton, Inc. and Town of Blythewood,

Defendant(s).

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
C/A No.: 2017-CP-40-04437

**DEFENDANT D.R. HORTON, INC.'S
ANSWER TO COMPLAINT AND
CROSS-CLAIM AGAINST
DEFENDANT TOWN OF
BLYTHEWOOD**

2017 SEP -8 PM 4:1

The Defendant, D.R. Horton, Inc. (hereinafter "DHI") answering the Plaintiff's Complaint, respectfully responds as follows and asserts cross-claims as set out herein.¹

FOR A FIRST RESPONSE

(Arbitration)

1. DHI asserts Plaintiffs' claims are subject to mandatory arbitration pursuant to the Agreements entered into by and between the parties which are attached as Exhibits to DHI's Motion to Stay and to Compel Arbitration which is being filed prior to this Answer, as well as the other grounds stated therein. DHI does not waive its right to seek arbitration by filing this Answer.

FOR A FIRST DEFENSE

(General Denial)

2. Each and every allegation of the Complaint not specifically admitted herein is denied. To the extent any allegation or part thereof may not be expressly referred to and specifically answered, it is hereby denied and legal proof thereof is requested.

¹ Cross-claim begins at paragraph 31.

FOR AN ADDITIONAL DEFENSE
(Specific Responses)

3. The allegations contained in Paragraphs 1 and 2 are admitted upon information and belief.

4. Paragraph 3 does not require a response.

5. Paragraphs 4 and 5 are admitted.

6. Paragraph 6 is admitted only to the extent those allegations are consistent with the records of the Richland County Register of Deeds.

7. Paragraph 7 is admitted only to the extent that it alleges Plaintiffs purchased their properties subject to certain restrictive covenants; however, DHI specifically denies the 2000 CCRs references in the Complaint are, or have ever been, applicable to Plaintiffs. For further response, DHI craves reference to the records of the Richland County Register of Deeds.

8. Paragraph 8 is denied as pleaded; DHI specifically denies the allegation that the restrictive covenant referenced in Plaintiffs' Complaint remains valid or is applicable to Plaintiffs. For further response, DHI craves reference to the records of the Richland County Register of Deeds.

9. Paragraph 9 is denied and legal proof thereof is demanded.

10. Paragraph 10 is admitted, upon information and belief.

11. Paragraph 11 is admitted.

12. Responding to Paragraphs 12, 13, 14, and 15, DHI craves reference to the records of the Richland County Register of Deeds.

13. Responding to Paragraph 16, it is admitted Ginn conveyed certain property to DHI; however, it is denied there existed a "Greenway Covenant" at the time of the conveyance.

14. Paragraph 17 is denied.

15. Responding to Paragraph 18, it is admitted that DHI intends to, and has, further developed its property in accordance with its rights, the laws of the State of South Carolina, and the ordinances of the Town of Blythewood. The existence of a "Greenway Covenant" as asserted by Plaintiffs is specifically denied.

16. Paragraph 19 is denied as pleaded.

17. Responding to Paragraph 20, it is admitted that DHI has properly sought permits from the Town for the further development of its property, to include the construction, sale, and use of the property for residences. All other assertions are denied.

18. Paragraphs 21 and 22 are denied.

19. Paragraphs 23 and 24 are denied as pleaded.

20. Paragraphs 25 and 26, and any allegation in the final "WHEREFORE" paragraph are denied.

FOR AN ADDITIONAL DEFENSE
(Contract/ CCRs)

21. Plaintiffs' claims are subject to, controlled by, and limited by the Home Purchase Agreements entered into by and between each Plaintiff and DHI. DHI does not waive, and specifically asserts, all its right thereunder, including the right to arbitration.

22. Additionally, Plaintiffs' claims are subject to, controlled by, and limited by the covenants, easements, and other restrictions of record applicable to their property. DHI does not waive, and specifically asserts, all its right thereunder.

FOR AN ADDITIONAL DEFENSE
(Standing 1)

23. Plaintiffs purchased their property in 2014 and 2015, almost 10 years after the

adoption and filing of the 2005 Cobblestone CCRs which include no reference to a “Greenway Covenant” asserted in the Complaint. Any reliance by Plaintiffs on superseded CCRs is not justified or reasonable. Plaintiffs therefore lack standing to pursue this claim.

FOR AN ADDITIONAL DEFENSE
(Standing 2)

24. The properties purchased by Plaintiffs are themselves in the area designated as a “greenway” in the superseded 2000 CCRs, therefore Plaintiffs lack standing to seek enforcement of the asserted restrictive covenant.

FOR AN ADDITIONAL DEFENSE
(Waiver/Estoppel)

25. At the time of their purchases, Plaintiffs were subject to notice of the records of Richland County Register of Deeds, including the 2000 Farm CCRs and the 2005 Cobblestone CCRs which specifically altered them. Plaintiffs’ purchases of the properties were therefore made with notice and/or knowledge of the same assertions made in their Complaint, to include the removal of a “greenway” reference in the 2005 CCRs. Plaintiffs notice and/or knowledge at the time of purchase are exactly the same as that as of the time of the filing of their Complaint. Plaintiffs have therefore waived any rights to assert the application of the 2000 Farm CCRs and/or are estopped from asserting any such rights by completing the purchases of these properties.

FOR AN ADDITIONAL DEFENSE
(Ratification)

26. Plaintiffs’ purchases of their properties with notice of the records of Richland County Register of Deeds, including the current CCRs which contain no reference to a “greenway” restriction, as well as the purchase of properties which actually include portions of the “greenway” referenced in superseded CCRs, constitute ratification by Plaintiffs of the removal of

such covenant.

FOR AN ADDITIONAL DEFENSE
(Assumption of the Risk/Equity)

27. Plaintiffs' purchases of their properties with notice that the 2005 CCRs contained no "greenway covenant" constitute an assumption of the risk by Plaintiffs that such covenant was properly removed, rescinded, and superseded. Therefore, Plaintiffs lack sufficient equitable standing to assert such covenant after purchase.

FOR AN ADDITIONAL DEFENSE
(Undue Hardship)

28. DHI is in the business of constructing, marketing, and selling residences, and will incur losses of approximately \$3800 per day for this property if an injunction is issued against its ability to do so. Any injunction would therefore impose hardship upon DHI greatly disproportionate to the possible benefit to Plaintiffs and should be denied or narrowly construed to avoid such hardship.

FOR AN ADDITIONAL DEFENSE
(Restraint of Trade)

29. Restrictions on the use of property must be strictly construed with all doubts resolved in favor of free use of the property. Plaintiffs' requested injunction, based upon an asserted ambiguity in the CCRs would be an improper restraint on the trade and business of DHI and should be denied.

FOR AN ADDITIONAL DEFENSE
(Rule 65 Security/Bond)

30. Should the Court grant an injunction in any form against DHI, DHI requests proper and sufficient security from Plaintiffs pursuant to Rule 65, SCRCivP, and other applicable law.

**FOR AN ADDITIONAL DEFENSE AND
BY WAY OF CROSS CLAIM AGAINST TOWN OF BLYTHEWOOD**

FIRST CAUSE OF ACTION

(Injunction)

31. In or about 1998, the University Club Land Co., LLC (“University Club”), developed a tract of land in Blythewood for the purposes of a creating a residential subdivision. The “Declaration of Covenants, Conditions, Restrictions, Liens, and Charges of the University Club” was recorded on or about May 15, 1998, in Book 76 at Page 324.

32. Thereafter, in January 2000, the University Club recorded “Supplement III to Declaration of Covenants, Conditions, Restrictions, Liens, and Charges of the University Club” in Book 377 at Page 278 (hereinafter referred to as the “Farm CCRs”), which imposed the covenants and restrictions upon an area of development then known as “The Farm.”

33. The Farm CCRs reference a plat recorded in Book 377 at Page 274 in describing the property subject to the CCRs (“2000 plat”). The 2000 plat includes a designated portion of the property described as a “proposed golf course/ greenway” which purports to limit its development to a 9-hole golf course or, if no golf course is developed, to be maintained as a greenway.

34. Art. III, Sec. 3 of the Farm CCRs includes a provision allowing the withdrawal of property where the “withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the [p]roperty.”

35. The Farm CCRs provide for amendment of the CCRs, in Art. VII, Sec. 5, by a vote of the cumulative total of $\frac{3}{4}$ of the Class A plus Class B member votes.

36. Prior to 2004, nine lots were sold by the University Club within The Farm development. In 2004, the University Club conveyed several tracts of land, including The Farm

tract, to Ginn-LA University Club Ltd., LLC ("Ginn"), by quit claim deed recorded on January 30, 2004, in Book 898 at Page 1946. This deed excepted the previously described nine lots of The Farm development that were no longer owned by University Club. However, the owners of these nine lots also conveyed their lots to Ginn on the same date (January 30, 2004). This left Ginn with full title and interest in the entire Farm tract as of 2004.

37. Prior to its purchase of the Farm development and other associated developments, Ginn sought to amend the Planned Development Zoning District Plan for the University Club. Based upon the Staff Report attached to Ordinance No. 5.283, a written Planned Development Zoning District ("PDD") plan for the University Club could not be located in the county or Town records. As a result, Ginn was instructed to re-submit a PDD plan. Included in this plan was a desire to designate the previously proposed nine-hole golf course in the Farm for residential development. This re-submitted PDD plan was recommended for approval by the Town of Blythewood's Planning Commission and the PDD was then amended and approved by Town Council by Ordinance dated December 15, 2003.

38. Following Ginn's acquisition of the Farm and other related developments, Ginn recorded the Declaration of Covenants, Conditions and Restrictions for Cobblestone Park ("Cobblestone CCRs"), on September 15, 2005 (in Book 1098, beginning at Page 3647), merging, amending, and restating entirely the previously recorded CCRs for the Neighborhood development, the High Pointe development, the Farm development, and the University Club development. The Farm CCRs were specifically included in the description of those CCRs being amended and restated by and through the Cobblestone CCRs. The Cobblestone CCRs do not include any restriction regarding the use or development of the areas previously described as a "proposed golf course/ greenway" on the 2000 plat.

39. Ginn had the right to amend the 2000 CCRs.

40. The Town of Blythewood ("the Town") has admitted Ginn had the right to amend the 2000 CCRs.

41. The 2005 Cobblestone CCRs were approved and adopted by the requisite parties within the associations: Ginn was the sole Class B Member of the associations and the necessary Class A Members approved the amendment at a joint meeting of the associations at which the requisite quorum was present.

42. Ginn changed its name to LRA UC Cobblestone, LLC ("LRA") in 2011. Thereafter, in December 2012, LRA conveyed all lots within the Cobblestone community (including that section formerly known as the Farm) to D.R. Horton, Inc. by deed recorded in Book 1822 at Page 2342. D.R. Horton then moved forward with development of the Cobblestone community subject to the Cobblestone CCRs and the 2003 approved PDD.

43. Since 2012, the Town has issued permits and approval to DHI consistent with the 2005 CCRs and the 2003 PPD and inconsistent with a continued designation of an area within the Farm/Primrose development as a nine-hole golf course or greenway.

44. When D.R. Horton sought to obtain permits from the Town of Blythewood to continue its residential development in the former Farm, now known as "Primrose", section of the Cobblestone development, they were denied the permits by letter dated March 28, 2017.

45. Despite subsequent communications between DHI and the Town, the Town has refused to issue permits for development in the Primrose section.

46. DHI continues to incur costs and losses from the inability to obtain these permits.

47. DHI has no adequate remedy at law for the refusal of the Town to issue permits for the development of its property.

48. DHI is entitled to an Order or Writ of Mandamus from the Court directing the Town to issue permits for the development of its property consistent with the 2005 CCRs.

SECOND CAUSE OF ACTION
(Estoppel/ Mandamus)

49. To the extent not inconsistent, the proceeding paragraphs are hereby incorporated as if repeated verbatim.

50. On or about December 15, 2003, The Town approved an Ordinance which ratified and adopted the Planned Development Zoning District ("PDD") plan for the University Club which specifically re-designated the area previously proposed for nine-hole golf course or greenway in the Farm for residential development.

51. Since 2012, the Town has issued permits and approval to DHI consistent with the 2005 CCRs and the 2003 PPD and inconsistent with a continued designation of an area within the Farm/Primrose development as a nine-hole golf course or greenway.

52. In reliance upon the 2005 CCRs, the Town's 2003 Ordinance, and the actions of the Town regarding development of the Farm/Primrose tract since 2012, DHI has incurred, and continues to incur, substantial costs and losses from the Town's current refusal to issue permits and approvals.

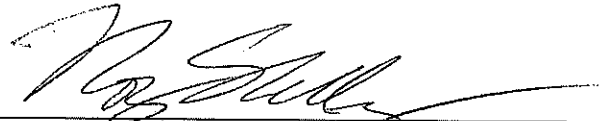
53. Therefore, the Town should be estopped from denying permits and approvals consistent with the 2005 CCRs and, the Town's 2003 Ordinance, and DRH seeks an Order or Writ of Mandamus from the Court directing the Town to issue such permits and approvals.

WHEREFORE, D.R. Horton, Inc., having responded to the Complaint and asserting its crossclaims herein, requests that the Court:

1. Stay all of Plaintiffs' claims pending arbitration; or
2. Dismiss all of Plaintiffs' claims against D.R. Horton, Inc. and tax the costs thereof to the Plaintiffs; and
3. For such other and further relief as is just and proper

Additionally, D.R. Horton, Inc., requests that the Court

1. Award D.R. Horton, Inc. the relief sought in its crossclaims, including, but not limited to, an Order enjoining and/or estopping the Town from refusing to issue permits and approvals as requested herein, and/or a Writ of Mandamus to the Town to mandate the issuance of such permits and approvals; and
2. Award D.R. Horton, Inc., judgment for costs and fees against the Crossclaimant; and
3. For such other and further relief as is just and proper.



T. McRoy Shelley, III, SC Bar No. 007067
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Attorneys for Defendant D.R. Horton, Inc.

Columbia, South Carolina
September 8, 2017

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

James R. Zedosky, Lenore K. Zedosky,
Douglas Shea, and Sally Shea,

Plaintiffs,

vs.

D.R. Horton, Inc. and Town of Blythewood,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

Case No. 2017-CP-40-04437

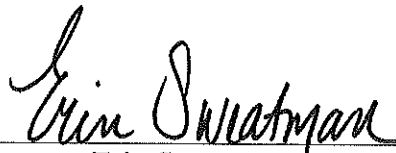
CERTIFICATE OF SERVICE

2017 SEP -8 PM 4:11
JENNIFER M. MOORE
Clerk of Court

The undersigned, an employee of Rogers Townsend & Thomas, PC, hereby certifies that I have on this 8th day of September, 2017, served a true and accurate copy of the **Defendant D.R. Horton, Inc.'s Answer to Complaint and Crossclaim against Defendant Town of Blythewood**, upon the following counsel of record, via U.S. mail, addressed as follows:

M. Alan Peace.
Taylor A. Peace
Harrell, Martin & Peace, P.A.
Post Office Box 1000
Chapin, South Carolina 29036

Michael Tighe
Alden Terry
Callison Tighe & Robinson, LLC
Post Office Box 1390
Columbia, South Carolina 29202-1390


Erin Sweatman

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	Civil Action No. 2017-CP-40-04437
	)	
James R. Zedosky, Lenore K. Zedosky,	)	
Douglas Shea, and Sally Shea,	)	
	)	
Plaintiffs,	)	
	)	DEFENDANT TOWN OF
v.	)	BLYTHEWOOD'S ANSWER
	)	
D.R. Horton, Inc. and Town of Blythewood,	)	
	)	
Defendants.	)	
	)	

NOW COMES THE DEFENDANT, Town of Blythewood, answering the Plaintiffs' Complaint as follows:

FOR A FIRST DEFENSE AND BY WAY OF ANSWER

1. Each and every allegation set forth in Plaintiffs' Complaint not specifically admitted herein is denied.
2. Defendant admits, upon information and belief, the allegations of Paragraphs 1-2 of Plaintiffs' Complaint.
3. Paragraph 3 of Plaintiffs' Complaint does not require a response.
4. Defendant admits, upon information and belief, the allegations of Paragraph 4 of Plaintiffs' Complaint.
5. Defendant admits the allegations of Paragraph 5 of Plaintiffs' Complaint.
6. Defendant admits the allegations of Paragraph 6 of Plaintiffs' Complaint only to the extent those allegations are consistent with the records of the Richland County Register of Deeds.

7. Responding to Paragraph 7 of Plaintiffs' Complaint, Defendant admits that Plaintiffs purchased their homes subject to certain restrictive covenants. All other allegations contained in Paragraph 7 are admitted to the extent those allegations are consistent with the records of the Richland County Register of Deeds.

8. Defendant admits the allegations of Paragraph 8 of Plaintiffs' Complaint only to the extent those allegations are consistent with the records of the Richland County Register of Deeds.

9. In response to Paragraph 9 of Plaintiffs' Complaint, Defendant admits, upon information and belief, that the Farm CCR restrictive covenants referenced in Plaintiffs' Complaint were in place and recorded at the time Plaintiffs purchased their respective properties. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations of Paragraph 9 of Plaintiffs' Complaint.

10. Defendant admits, upon information and belief, the allegations of Paragraph 10 of Plaintiffs' Complaint.

11. Defendant admits the allegations of Paragraphs 11-15 of Plaintiffs' Complaint only to the extent those allegations are consistent with the records of the Richland County Register of Deeds. All other assertions in Paragraphs 11-15 are denied.

12. Defendant admits, upon information and belief, the allegations of Paragraph 16 of Plaintiffs' Complaint.

13. Defendant admits, upon information and belief, the allegations of Paragraph 17 of Plaintiffs' Complaint.

14. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 18 of Plaintiffs' Complaint.

15. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 19 of Plaintiffs' Complaint.

16. Responding to Paragraph 20, Defendant admits that Horton has sought permits from Defendant for subdivision of the property. All other allegations contained in Paragraph 20 are denied. Defendant asserts that after investigating the CCR's for the subdivision of the property, Defendant is informed and believes that the greenway covenant referenced in Plaintiffs Complaint precludes issuing permits for any activity inconsistent with the development of a greenway or golf course.

17. Defendant admits, upon information and belief, the allegations of Paragraph 21 of Plaintiffs' Complaint.

18. In response to Paragraph 22 of Plaintiffs' Complaint, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations that Horton failed to obtain written consent of majority of owners. Defendant admits, upon information and belief, that Horton's intended change in use of property is subject to the greenway covenant.

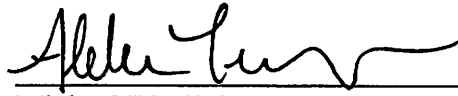
19. Defendant denies the allegations of Paragraphs 23-26 of Plaintiffs' Complaint.

20. Defendant expressly denies that Plaintiffs are entitled to any of the relief requested in their prayer for relief.

WHEREFORE, having fully answered the Amended Complaint herein, the Defendant, Town of Blythewood, respectfully requests that the Court inquire into the matters raised in the pleadings, and enter its Order as follows:

- a. Dismissing the Amended Complaint;
- b. Awarding the Defendant its costs and attorneys' fees; and
- c. For such other and further relief as the Court may be deem just and proper.

Respectfully submitted,



Michael W. Tighe, S.C. Bar No. 5574
Alden G. Terry, SC Bar No. 102851
CALLISON TIGHE & ROBINSON, LLC
1812 Lincoln Street, Suite 200
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Email: MikeTighe@callisontighe.com
Email: AldenTerry@callisontighe.com

**ATTORNEYS FOR DEFENDANT
TOWN OF BLYTHEWOOD**

September 29, 2017

Columbia, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
James R. Zedosky, Lenore K. Zedosky,)
Douglas Shea, and Sally Shea,)
)
Plaintiffs,)
)
v.)
)
D.R. Horton, Inc. and Town of Blythewood,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2017-CP-40-04437

**TOWN OF BLYTHEWOOD'S
ANSWER TO D.R. HORTON'S
CROSS-CLAIMS**

NOW COMES THE DEFENDANT, Town of Blythewood, answering the Defendant D.R. Horton's Cross-Claims as follows:

FOR A FIRST DEFENSE

1. Each and every allegation set forth in Defendant D.R. Horton's Cross-Claims not specifically admitted herein is denied.
2. Defendant admits the allegations of Paragraphs 31-36 of D.R. Horton's Cross-Claims only to the extent those allegations are consistent with the records of the Richland County Register of Deeds.
3. Upon information and belief, Defendant admits the allegations of Paragraph 37 of D.R. Horton's Cross-Claims.
4. In Response to Paragraph 38 of Horton's Cross-Claims, Defendant denies upon information and belief, that the Cobblestone CCRs referenced in D.R. Horton's Cross-Claims merged, amended, and restated the previously recorded CCRs. The remainder of the allegation of Paragraph 38 are admitted only to the extent those allegations are consistent with the records of the Richland County Register of Deeds.

5. Defendant denies the allegations of Paragraphs 39-40 of D.R. Horton's Cross-Claims and demands strict proof thereof.

6. Defendant denies the allegations of Paragraph 41 of D.R. Horton's Cross-Claims and demands strict proof thereof.

7. In Response to Paragraph 42 of Horton's Cross-Claims, Defendant admits that Ginn changed its name to LRA and conveyed all lots within the Cobblestone community to D.R. Horton, to the extent those allegations are consistent with the records of the Richland County Register of Deed. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations of Paragraph 42.

8. Upon information and belief, Defendant admits the allegations of Paragraph 43 of D.R. Horton's Cross-Claims.

9. Defendant admits the allegations of Paragraphs 44-45 of D.R. Horton's Cross-Claims. Further answering paragraphs 44-45, Defendant would show that refusal to issue permits as alleged in D.R. Horton's Cross-Claims is based upon S.C. Code Ann. § 6-29-1145, which creates a duty for local planning agencies to inquire into the existence of restrictive covenants. Further answering paragraphs 44-45, Defendant would further show that S.C. Code Ann. § 6-29-1145 was enacted in 2007 and before that time, the duty of inquiry, as codified in S.C. Code Ann. § 6-29-1145, did not exist.

10. Defendant denies the allegations of Paragraphs 46-48 of D.R. Horton's Cross-Claims and demands strict proof thereof.

11. Paragraph 49 of D.R. Horton's Cross-Claims does not require a response.

12. Upon information and belief, Defendant denies the allegations of Paragraph 50-51 of D.R. Horton's Cross-Claims and demands strict proof thereof.

13. Defendant denies the allegations of Paragraphs 52-53 of D.R. Horton's Cross-Claims and demands strict proof thereof.

14. Defendant expressly denies that D.R. Horton is entitled to any of the relief requested in their prayer for relief.

FOR AN ADDITIONAL DEFENSE
(Failure to Exhaust Administrative Remedies)

15. To the extent not inconsistent, the proceeding paragraphs are hereby incorporated as if repeated verbatim.

16. D.R. Horton's Cross-Claims are barred because D.R. Horton has failed to exhaust its administrative remedies by appealing to the Zoning Board of Appeals.

WHEREFORE, having fully answered D.R. Horton's Cross-Claims, the Defendant, Town of Blythewood, respectfully requests that the Court inquire into the matters raised in the pleadings, and enter its Order as follows:

- a. Dismissing D.R. Horton's Cross-Claims;
- b. Awarding the Defendant, Town of Blythewood, its costs and attorneys' fees; and
- c. For such other and further relief as the Court may deem just and proper.

(SIGNATURE PAGE TO FOLLOW)

Respectfully submitted,



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**ATTORNEYS FOR DEFENDANT
TOWN OF BLYTHEWOOD**

October 9, 2017

Columbia, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AFFIDAVIT OF
ROBERT L. HANEY

2017CP4004437

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. My name is Robert L. Haney, I am over 18 years of age, suffer no legal disabilities, and am otherwise competent to make this affidavit. All statements herein are of my own personal knowledge and I believe such statements to be true and accurate.

2. I am an officer with D.R. Horton, Inc., I am currently based in the West Columbia office, and I have been with D.R. Horton for approximately 10 years.

3. I am familiar with the development and construction of houses in the Cobblestone development, including the houses at issue in the lawsuit filed by Mr. & Ms. Zedosky and Mr. & Ms. Shea.

Interstate Commerce

4. D.R. Horton is a Delaware corporation with its principal place of business in Texas. D.R. Horton develops residential properties and constructs houses in over twenty states, including South Carolina.

5. Many of the building materials and supplies used in constructing D.R. Horton's houses are obtained from suppliers and distributors in states other than the state where the homes are constructed. These materials often include structural materials, plumbing, HVAC and other mechanical supplies, carpets and other floorings, cabinets and other built-in items, lighting equipment, roofing materials, and appliances. This includes houses constructed in the Cobblestone development, including the houses at issue in the lawsuit filed by Mr. & Ms. Zedosky and Mr. & Ms. Shea.

6. Interstate commerce, as well as the need for general consistency in contract law, are essential factors in D.R. Horton's ability to develop properties and construct houses for our customers.

Delay Costs

7. I have knowledge of the historical and current sales history and activities for this

development.

8. The areas in dispute in this lawsuit have already been platted for approximately 150 houses. Development was moving forward and houses were expected to be constructed as scheduled until the Town of Blythewood stopped issuing permits as a result of the claims and lawsuit by Mr. & Ms. Zedosky and Mr. & Ms. Shea.

9. Historically, D.R. Horton has sold an average of two homes per month in this development at an average selling price of \$275,000 per home, resulting in revenues of \$550,000 per month, or \$18,333 per day. The gross margins on these sales (before overhead, office salaries, and other indirect costs) have been approximately \$95,000 to \$115,000, per month, or \$3166 to \$3850 per day.

10. Therefore, if D.R. Horton is delayed or prevented from developing these homes, it will lose revenues of approximately \$18,000 per day of delay, and gross margins of approximately \$3750 per day of delay.

FURTHER AFFIANT SAYETH NOT.

SWORN TO AND SUBSCRIBED before me
This 13 day of February, 2018.

Evan Sweatman
NOTARY PUBLIC FOR South Carolina
MY COMMISSION EXPIRES: 11-21-2021

Robert L. Haney
Robert L. Haney, D.R. Horton, Inc.

1 STATE OF SOUTH CAROLINA)

2 COUNTY OF RICHLAND)

COURT OF COMMON PLEAS
2017-CP-40-04437

3
4 James R. Zedosky, Lenore K.)
5 Zedosky, Douglas Shea, and)
6 Sally Shea,)

Plaintiffs,)

7 vs.)

8 D.R. Horton, Inc., and Town)
9 of Blythewood,)

Defendants.)

TRANSCRIPT OF RECORD

10 February 15, 2018
11 Columbia, South Carolina

12
13
14 B E F O R E:

15 THE HONORABLE G. THOMAS COOPER, JR., JUDGE.
16

17
18 A P P E A R A N C E S:

19 M. ALAN PEACE, ESQ.
20 Attorney for the Plaintiffs

21 T. McRoy Shelley, III, ESQ.
22 Attorney for the Defendant D.R. Horton
23 ANDREW F. LINDEMANN, ESQ.
24 Attorney for the Defendant Town of Blythewood

25 DEBORAH M. McCURDY, RPR
Official Court Reporter

I N D E X O F W I T N E S S E S

(WHEREUPON, no witnesses were called
during these proceedings.)

E X H I B I T S

(WHEREUPON, no exhibits were introduced
during these proceedings.)

1 FEBRUARY 15, 2018 THE COURT:

2 THE COURT: James Zedosky v. D.R. Horton?

3 MR. PEACE: That is us, Your Honor.

4 MR. LINDEMANN: Your Honor, if I may? Andrew
5 Lindemann, appearing for the Town of Blythewood. I
6 filed a notice of appearance yesterday.

7 THE COURT: Is that all you filed?

8 MR. LINDEMANN: That is all I filed, yes, Your
9 Honor.

10 MR. PEACE: Your Honor, if I can approach?

11 THE COURT: Yes, sir.

12 (Approaches.)

13 MR. PEACE: I am Alan Peace, here for the
14 Plaintiffs.

15 MR. SHELLEY: Your Honor, I have copies as
16 well.

17 THE COURT: All right.

18 (Approaches.)

19 THE COURT: This is a TRO?

20 MR. PEACE: It is a temporary injunction, Your
21 Honor.

22 MR. SHELLEY: There are two motions on the
23 docket, Your Honor. It is a motion to stay and
24 compel arbitration and a motion for temporary
25 injunction.

1 THE COURT: Okay.

2 MR. SHELLEY: We will go in whatever order
3 Your Honor wants.

4 THE COURT: Let me just kind of sort this out.

5 MR. SHELLEY: Okay.

6 THE COURT: All right. Mr. Peace, why don't
7 you just kind of give me some background and tell
8 me what you are seeking today?

9 MR. PEACE: Your Honor, may it please the
10 Court? My name is Alan Peace. I represent the
11 Plaintiffs in this case.

12 Judge, our part of it, this involves a motion
13 for a temporary injunction by the Plaintiffs to
14 prevent further development of a green space area
15 behind the homes of the Plaintiffs in Cobblestone
16 Park.

17 THE COURT: Cobblestone?

18 MR. PEACE: Located in Blythewood.

19 THE COURT: Okay.

20 MR. PEACE: Your Honor --

21 THE COURT: They want to develop some green
22 space that was set aside with the original
23 documents?

24 MR. PEACE: Yes, that's right, Judge. That's
25 right, Judge.

1 THE COURT: Is that it?

2 MR. PEACE: That is a brief summary.

3 Judge, back in May of 1998, initial
4 restrictions were filed on roughly 245 acres in the
5 Blythewood area to be used for a subdivision.
6 Those restrictive covenants were filed by the
7 University Club, LLC.

8 Your Honor, the book that I handed the Court
9 has the tab, Restrictive Covenants, that we are
10 going to be talking about, and those restrictive
11 covenants are behind Tab Number 1. That was in May
12 of 1998.

13 My client's property, my client's houses --
14 and here is a picture just to give you some frame
15 of reference. This is the area that we are going
16 to be talking about. And my client's property is
17 in this area right here. And all of this is the
18 green space area that we are going to be talking
19 about.

20 So, the initial restrictions were filed in
21 '98. In 2000, the University Club filed another
22 set of restrictions for the farm area. They filed
23 in January of 2000 in Book R-377 at Page 278.
24 Judge, those are behind Tab Number 2 in the book
25 that I handed up.

1 Those restrictions had a specific provision on
2 Page 4 in the book that you have got, had a
3 specific provision in Section 3 that said that, It
4 is the intent of the declarant to deed the property
5 described as proposed golf course greenway, which
6 is the area that we're talking about here, upon the
7 plat of the farm to the University Club Golf
8 Company, LLC, to construct an additional 9-hole
9 golf course to be included in the golf course at
10 the University Club.

11 It goes on to say that, In the event that the
12 golf course property is not constructed, the
13 declarant restricts his property, known as proposed
14 golf course greenway, as a perpetual greenway. So
15 all this area right here was supposed to be a
16 perpetual greenway if it was not developed into a
17 9-hole golf course.

18 The University Club ultimately transferred
19 their rights as the declarant in those restrictive
20 covenants to a company called Ginn-LA University
21 Club LTD, LLP.

22 On September 15th of 2005, Ginn amended and
23 restated the prior restrictive covenants that were
24 already of record. That is behind Tab 3 on Page 2.
25 They amended and restated the prior restrictive

1 covenants, and those were recorded in the ROD in
2 Richland County in Book 1098 at Page 3647.

3 Now, in those amended and restated restrictive
4 covenants, it had a provision on Page 66 that said
5 that Ginn, as the declarant, could only amend the
6 restrictive covenants upon approval of the majority
7 of the owners whose rights were materially affected
8 by the amendment. And that is important. They
9 have got to get the approval of the homeowners
10 whose rights are materially affected by the
11 amendment from that point forward.

12 THE COURT: 100 percent of them?

13 MR. PEACE: It just says majority.

14 THE COURT: Majority?

15 MR. PEACE: It just says majority.

16 In November of 2005, Ginn filed another
17 amendment to the restrictive covenants, once again
18 restating all of the prior restrictive covenants
19 where they said the same thing. Judge, that is
20 behind Tab 4 on Page 3 and 74. Again, they said
21 the same thing, that they have to get approval of
22 the majority of the homeowners whose rights are
23 materially affected by a change to the restrictive
24 covenants.

25 Ginn ultimately assigned its rights under the

1 restrictive covenants as the declarant to the
2 Defendant D.R. Horton on December 26th of 2012.

3 At that point in time, what we refer to as the
4 greenway covenant in the January 14th
5 restrictive -- January 14th, 2000, restrictive
6 covenants -- at that point in time, the greenway
7 covenant was still in effect. And that was 2012.

8 On December 5 of 2014, Doug and Sally Shea,
9 who are in the courtroom with us sitting back up
10 against the wall, purchased their home from D.R.
11 Horton. And their deed is in Tab 5 of the
12 documents that I gave you. Their house is adjacent
13 to that greenway space.

14 A few months later, on June 2nd of 2015, the
15 other Plaintiffs, James and Lenore Zedosky, who are
16 also seated back here, purchased their home.

17 THE COURT: What was the date of that?

18 MR. PEACE: That was on June 2nd, 2015.

19 THE COURT: Okay.

20 MR. PEACE: And their deed is Tab 6 of the
21 information I gave you, Judge.

22 Prior to entering into the contracts for the
23 purchase of their houses, both the Zedoskys and the
24 Sheas were told by agents of D.R. Horton that the
25 undeveloped property behind where they live -- and

1 they live in this little neck right here -- that
2 the undeveloped property behind where they live
3 would remain undeveloped, would remain green space.
4 And that is consistent with what the restrictive
5 covenants say. And that is part of the affidavits
6 that have been submitted to the Court.

7 Judge, we have also submitted affidavits from
8 about a dozen other residents in that area where
9 they were told the same thing by agents of Horton
10 before they bought the property, that the areas
11 where they purchased, where there was green space,
12 was not going to be developed.

13 We understand now that D.R. Horton has applied
14 to the Town of Blythewood for permission to develop
15 this area and add roughly 150 plus homes in the
16 area of the green space. And obviously, with 150
17 homes, it has attendant with it, you know, roads,
18 traffic, utilities, and other activity associated
19 with constructing 150 plus homes.

20 If they are allowed to do it, then obviously
21 the rights of the Plaintiffs, the Zedoskys and the
22 Sheas, are materially affected if they are allowed
23 to do what they propose to do. Their rights to
24 quiet enjoyment of their property will be
25 materially affected if D.R. Horton is allowed to do

1 what they propose to do.

2 And to our knowledge, Judge, D.R. Horton has
3 not obtained the approval of any of the residents,
4 much less a majority of them. They have not
5 obtained the consent of any of the residents whose
6 rights, including my clients, that are going to be
7 materially affected by this.

8 So as a result of that, Judge, we filed this
9 lawsuit against D.R. Horton and against the Town of
10 Blythewood asking for a temporary and permanent
11 injunction to stop them from doing it, because they
12 have got to go -- D.R. Horton has got to go through
13 the Town of Blythewood to get permission to do what
14 they want to do.

15 And under South Carolina Code Annotated
16 Section 6-29-1145, the Town of Blythewood can't
17 grant permission, can't grant permits for D.R.
18 Horton to construct what they want to construct as
19 long as there is a restrictive covenant out there
20 that says that they can't do it.

21 And that is the basis of our case against the
22 Town of Blythewood is that you can't allow D.R.
23 Horton to do what they want to do based on the
24 terms of the statute.

25 Now, since we have filed our action and filed

1 our motions, the Town of Blythewood has put the
2 brakes on what D.R. Horton wants to do in
3 particular areas that we are talking about. They
4 have not issued permits. They have not allowed it
5 to move forward.

6 So, Judge, we're here on our motion for
7 temporary injunction until a hearing on the merits
8 can be had. And we think that we have met the
9 burden to get a temporary injunction.

10 You have to show three things: Irreparable
11 harm, likelihood of success on the merits, and an
12 inadequate remedy at law.

13 As to irreparable harm, if Horton is allowed
14 to proceed restricting the land, then, you know,
15 obviously that can't be remedied. That is the
16 irreparable harm to my clients because they lose
17 their right to quiet enjoyment as to their
18 property. They lose the beauty of what is behind
19 their house that they were told whenever they
20 bought the house would remain and what was in the
21 restrictions that were filed whenever they bought
22 their property said would remain.

23 The same thing, we -- although the Town has
24 kind of self-imposed its injunction by not issuing
25 any permits, we would like the Town to be bound by

1 the injunction too, in the event there is any
2 change of leadership of the Town so they can't do
3 it until there has been a final hearing on this
4 matter.

5 The second prong, Judge, on the likelihood of
6 success on the merits, just like I have said
7 before, the restrictive covenants that are in place
8 specifically say that this area is to remain green
9 space. The restrictive covenants specifically say
10 that if D.R. Horton wants to change those terms,
11 they have to get permission of the majority of the
12 people whose rights are affected in order to make
13 that change, and they have not done that here.
14 And, again, we were told -- our clients were told
15 that the area would remain green space.

16 And then, insofar as the Town is concerned,
17 the statute that I referenced, 6-29-1145 is clear
18 that the Town is not allowed to issue permits until
19 a Court orders it and says that they can.

20 And then, Judge, the third prong is the
21 inadequate remedy at law. There is no practical
22 remedy to my client if D.R. Horton is allowed to go
23 in and cut trees down and skim the property back
24 like they would propose to do.

25 And, you know, a money remedy is simply not

1 available. And even if a money remedy in this
2 situation were -- could be calculated, the money --
3 a money remedy would be insufficient to protect my
4 client's rights.

5 So, Your Honor, based on the restrictive
6 covenants, based on what my clients were told,
7 supported by the affidavits, based on the 3-prong
8 test for a temporary injunction, we would request
9 that the Defendant's be temporarily enjoined from
10 subdividing or developing the property until a
11 hearing on the merits can be held.

12 THE COURT: All right. Mr. Shelley?

13 MR. SHELLEY: Thank you, Your Honor. May it
14 please the Court? Roy Shelley, for D.R. Horton.

15 Your Honor, just briefly on the merits. I
16 understand this is not a merits hearing at this
17 point, but the CCRs -- covenants, conditions and
18 restrictions -- currently were filed in 2005, well
19 before the homeowners bought the property. And at
20 the merits hearing it is going to be our contention
21 that D.R. Horton, the declarant at the time, was
22 the only owner of this portion of the property.
23 And therefore they had the right to remove the
24 restriction. I understand that is the merits.

25 As to the lawsuit itself, the only cause of

1 action is motion for injunction, temporary now, and
2 then permanent if they win on the merits.

3 We filed a motion for arbitration. And,
4 candidly, Your Honor, looking at the case law, it
5 appears to me, and speaking with Mr. Peace and
6 Mr. Lindemann, we think Your Honor can both order
7 arbitration and does have the right to enter a
8 temporary injunction at the same time. So I'm not
9 going to argue that you have to -- if you move to
10 arbitration, you can't consider the temporary
11 injunction.

12 On the injunction, though, we understand the
13 argument that Mr. Peace, Mr. Lindemann, and
14 Mr. Tighe's firm has been involved. We have been
15 trying to talk this through. And I think we have
16 worked well together on what the issues are, we
17 just have some fundamental disagreement on
18 interpretation of the CCRs. That would go to the
19 merits.

20 What we do ask, if an injunction is issued,
21 obviously we ask for security under Rule 65(c). We
22 filed an affidavit regarding the potential losses
23 to our company. That is in Tab 4 of what I handed
24 up. And what I handed up is basically goes more
25 towards my motion for a motion to stay and compel

1 arbitration. That is really all I have to say
2 about the memorandum.

3 THE COURT: All right. Mr. Lindemann?

4 MR. LINDEMANN: Thank you, Your Honor. May it
5 please the Court? Andrew Lindemann, on behalf of
6 the Town of Blythewood.

7 Your Honor, as Mr. Peace indicated, that once
8 this dispute arose, and also given the statute that
9 he cited, the Town has, in essence, self-imposed
10 some restriction, has not been issuing any building
11 permits.

12 Given the nature of the litigation, the Town's
13 position is that the issue on the merits needs to
14 be resolved before any further development goes
15 forward.

16 So, with that said, I do not object to the
17 request for a temporary injunction. In essence,
18 that is already informally in place.

19 Thank you, Your Honor.

20 THE COURT: All right. Mr. Peace?

21 MR. PEACE: Your Honor, just as to the issue
22 of the bond, the security under the statute,
23 obviously that is an issue that is in play, Judge,
24 we would ask the Court to take into consideration
25 the fact that --

1 THE COURT: They don't have anything now.

2 MR. PEACE: That's correct. That's correct.

3 THE COURT: They have just got a piece of
4 dirt; is that right?

5 MR. PEACE: Who?

6 THE COURT: D.R. Horton.

7 MR. PEACE: Yes. I mean, they have got plenty
8 of property out in that area that --

9 THE COURT: No, I mean in regards to this
10 case.

11 MR. PEACE: That's correct.

12 THE COURT: They have just got a piece of
13 dirt?

14 MR. PEACE: Just a piece of dirt.

15 THE COURT: So he is asking for several
16 hundred thousand dollars in a bond.

17 MR. PEACE: Your Honor, our response to that
18 is that, Number 1 --

19 THE COURT: That is pretty substantial.

20 MR. PEACE: Yes. Number 1, since the Town of
21 Blythewood is essentially the gatekeeper and they
22 are subject to the temporary injunction, there
23 would be no need for a bond because nothing could
24 take place, there would be no activity.

25 In addition -- my clients are sitting right

1 here -- I mean, these are retired folks with
2 limited means, with limited income. And while,
3 understanding that D.R. Horton is the national
4 builder that submitted this affidavit, there has
5 been no activity that has taken place out there.
6 We are talking about a relatively short duration
7 that we are going to have to answer to this. So I
8 would suggest that the discretion of the Court be
9 exercised and a bond be set in a far more
10 reasonable amount given what we are dealing with,
11 less than \$5,000.

12 THE COURT: All right. Prepare me an order,
13 Mr. Peace.

14 MR. SHELLEY: Your Honor, if I may respond to
15 the security issue?

16 THE COURT: Sure.

17 MR. SHELLEY: The property has been platted.
18 It has been -- the plans have been developed.
19 There were contractors in place ready to go out
20 there and start moving dirt, putting things --

21 THE COURT: Without a permit?

22 MR. SHELLEY: We actually had some permits to
23 start doing that until the Town of Blythewood
24 stopped issuing permits for specific lots. So --
25 and this is an area where houses have been sold, so

1 we have a track -- a history of houses being sold.

2 THE COURT: I'm not going to grant bond.
3 Prepare me an order. Or put a \$5,000 bond, just to
4 comply with the statute.

5 MR. PEACE: Thank you, Your Honor.

6 THE COURT: Thank you very much, Counsel.

7 MR. SHELLEY: Motion to arbitrate?

8 THE COURT: Go ahead. It is on the docket.

9 MR. SHELLEY: Yes, Your Honor. The motion to
10 arbitrate, there is three independent grounds for
11 arbitration.

12 THE COURT: Well, I saw that you filed with
13 the Court the arbitration provision of their
14 contracts. I see that.

15 MR. SHELLEY: Correct.

16 THE COURT: Go ahead.

17 MR. SHELLEY: And the second ground would be
18 that both purchase agreements have arbitration
19 provisions.

20 The second grounds, the CCRs that are in place
21 have specific arbitration provisions.

22 And the third ground would be the Federal
23 Arbitration Act. This does involve interstate
24 commerce. That is in the affidavit from
25 Mr. Haynie. And, in fact, both purchasers, the

1 Zedoskys and the Sheas, were living in North
2 Carolina when the purchase occurred. So we think
3 there is three independent grounds for arbitration.

4 THE COURT: How about it, Mr. Peace?

5 MR. PEACE: Your Honor, as to the first
6 ground --

7 THE COURT: I almost feel like it is
8 premature, but go ahead.

9 MR. PEACE: Your Honor, as to the first ground
10 that they propose to contract --

11 THE COURT: If you take it to arbitration,
12 then where do you go with your permanent
13 injunction?

14 MR. PEACE: Your Honor, the contractual
15 arbitration provision that they are relying on, the
16 language of that document says, In disputes related
17 to the contract --

18 THE COURT: Contract.

19 MR. PEACE: -- and property. This dispute has
20 nothing to do with that contract.

21 THE COURT: What about all the other people
22 that don't have contracts with D.R. Horton?

23 MR. PEACE: Right. Their second ground on the
24 CCRs, Your Honor, I direct the Court's attention to
25 Tab 4 on Page 72, which I think I put a yellow

1 Post-It note on there, the arbitration provisions
2 apply in those CCRs unless there is an
3 indispensable party that would not be bound to the
4 arbitration.

5 Well, in this case, Judge, the Town of
6 Blythewood is not subject to these CCRs. The Town
7 of Blythewood is an indispensable party, in our
8 view, in this case. And so there is an exemption
9 on Page 73 that says that arbitration does not
10 apply in any suit in which an indispensable party
11 is not a bound party.

12 And in this situation, the bound parties are
13 the declarant, D.R. Horton, and the homeowners.
14 The Town of Blythewood is not a bound party. So
15 under the terms of the restrictive covenants that
16 they are relying on as the basis for the
17 arbitration, this action is exempt because the Town
18 of Blythewood can't be involved in the arbitration,
19 can't enforce it at arbitration. And that would
20 apply to -- I mean, if they are relying on the
21 Federal Arbitration Act in order to circumvent the
22 requirements of South Carolina law.

23 THE COURT: I'm familiar with the Federal
24 Arbitration Act.

25 MR. PEACE: But, again, the terms --

1 THE COURT: It does not mandate arbitration.

2 MR. PEACE: The CCRs exempt this action from
3 the arbitration provision that they are relying on.

4 MR. LINDEMANN: Real quickly, Your Honor.

5 THE COURT: Yes, sir.

6 MR. LINDEMANN: On behalf of the Town of
7 Blythewood, we also oppose the motion to arbitrate.

8 Just to follow up on what Mr. Peace said,
9 clearly relying on the contracts between the
10 homeowners and D.R. Horton, the Town was not a
11 signatory, was not a party to those contracts. The
12 CCRs, again, the Town doesn't qualify as a bound
13 party under the interpretation of bound parties in
14 the section Mr. Peace just cited to Your Honor.

15 Non-signatories can be estopped from denying
16 the enforcement of an arbitration agreement, but it
17 is very, very limited. Citing the Court of
18 Appeals -- I believe it is a South Carolina Court
19 of Appeals case, Pearson v. Hilton Head Hospital,
20 said: When a signatory seeks to enforce an
21 arbitration agreement against a non-signatory, the
22 doctrine estops the non-signatory from claiming he
23 is bound to the arbitration agreement when he
24 receives a direct benefit from a contract
25 containing the arbitration clause.

1 So in order to -- and I know there has been no
2 argument made, at least to this point, by D.R.
3 Horton that the arbitration clause is enforceable
4 against the Town. And if they are making that
5 argument, they need to show there was a direct
6 benefit from either those homeowner contracts --
7 clearly there is none -- or from the CCRs --
8 clearly there is none.

9 I agree with Mr. Peace that, I believe the
10 Town, at least the way the case has been brought,
11 proposed by the Plaintiffs, as well as by D.R.
12 Horton, who has asserted two crossclaims against
13 the Town -- one for an injunction, one for
14 mandamus -- makes the Town an indispensable party,
15 and therefore also would make the arbitration
16 clause and the CCRs exempt.

17 And lastly, Your Honor, I question whether the
18 arbitration panel can even award the relief that is
19 being sought against the Town. Mandamus and a
20 permanent injunction are not reliefs, at least to
21 my knowledge, that arbitration panels can award.

22 THE COURT: If you ever get to a hearing.

23 MR. LINDEMANN: That's right.

24 THE COURT: It is a huge delay in the process.

25 MR. LINDEMANN: And lastly, even if you then

1 try to appeal the Town out, you run the risk of
2 inconsistent results on having the case litigated
3 in front of the circuit court against the Town and
4 being arbitrated between the remaining parties.

5 THE COURT: Motion is denied as to
6 arbitration.

7 Mr. Peace, I need two orders from you now.

8 MR. PEACE: I will get them to you, Judge.

9 THE COURT: All right. Thank you very much.

10 MR. PEACE: Thank you.

11 MR. LINDEMANN: Thank you, Your Honor.

12 MR. SHELLEY: Thank you, Your Honor.

13 (WHEREUPON, the proceedings were
14 concluded at 10:25 a.m.)

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23
24
25 (END OF TRANSCRIPT)

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, Deborah M. McCurdy, Official Court Reporter for the Fifth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Richland County, South Carolina, on the 15th day of February, 2018.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

May 15, 2018

s/Deborah M. McCurdy, RPR

Deborah M. McCurdy, RPR
Fifth Circuit Court Reporter

MR. LINDEMANN: [8] 3/3 3/7 15/3 21/3 21/5 22/22 22/24 23/10 MR. PEACE: [31] MR. SHELLEY: [12] 3/14 3/21 4/1 4/4 13/12 17/13 17/16 17/21 18/6 18/8 18/14 18/16 THE COURT: [46]	again [5] 7/17 7/20 12/14 20/25 21/12 against [9] 8/10 10/9 10/9 10/21 21/21 22/4 22/12 22/19 23/3 agents [2] 8/24 9/9 agree [1] 22/9 agreement [3] 21/16 21/21 21/23 agreements [1] 18/18 ahead [3] 18/8 18/16 19/8 ALAN [3] 1/19 3/13 4/10 all [14] 3/7 3/8 3/17 4/6 5/17 6/15 7/18 13/12 15/1 15/3 15/20 17/12 19/21 23/9 allow [1] 10/22 allowed [7] 9/20 9/22 9/25 11/4 11/13 12/18 12/22 almost [1] 19/7 already [2] 6/24 15/18 also [5] 8/16 9/7 15/8 21/7 22/15 although [1] 11/23 am [2] 3/13 24/16 amend [1] 7/5 amended [3] 6/22 6/25 7/3 amendment [3] 7/8 7/11 7/17 amount [1] 17/10 ANDREW [3] 1/22 3/4 15/5 Annotated [1] 10/15 another [2] 5/21 7/16 answer [1] 17/7 any [8] 10/3 10/5 11/25 12/1 15/10 15/14 20/10 24/17 anything [1] 16/1 appeal [2] 23/1 24/13 Appeals [2] 21/18 21/19 appearance [1] 3/6 appearing [1] 3/5 appears [1] 14/5 applied [1] 9/13 apply [3] 20/2 20/10 20/20 approach [1] 3/10 Approaches [2] 3/12 3/18 approval [4] 7/6 7/9 7/21 10/3 arbitrate [3] 18/7 18/10 21/7 arbitrated [1] 23/4 arbitration [32] are [33] area [15] 4/14 5/5 5/15 5/17 5/18 5/22 6/6 6/15 9/8 9/15 9/16 12/8 12/15 16/8 17/25 areas [2] 9/10 11/3 argue [1] 14/9 argument [3] 14/13 22/2 22/5 arose [1] 15/8 as [24] 3/15 6/5 6/13 6/14 6/19 7/5 8/1 8/3 10/8 10/18 10/19 11/13 11/17 12/16 13/25 15/7 15/21 19/5 19/9 20/16 21/12 22/11 22/11 23/5 aside [1] 4/22 ask [3] 14/20 14/21 15/24 asking [2] 10/10 16/15 asserted [1] 22/12 assigned [1] 7/25 associated [1] 9/18 attendant [1] 9/17 attention [1] 19/24 Attorney [3] 1/20 1/21 1/22 available [1] 13/1 award [2] 22/18 22/21	been [12] 9/6 12/3 14/14 14/14 15/10 17/5 17/17 17/18 17/18 17/25 22/1 22/10 before [4] 9/10 12/7 13/19 15/14 behalf [2] 15/5 21/6 behind [8] 4/15 5/11 5/24 6/24 7/20 8/25 9/2 11/18 being [3] 18/1 22/19 23/4 believe [2] 21/18 22/9 benefit [2] 21/24 22/6 between [2] 21/9 23/4 Blythewood [19] 1/8 1/22 3/5 4/18 5/5 9/14 10/10 10/13 10/16 10/22 11/1 15/6 16/21 17/23 20/6 20/7 20/14 20/18 21/7 bond [6] 15/22 16/16 16/23 17/9 18/2 18/3 book [5] 5/8 5/23 5/24 6/2 7/2 both [4] 8/23 14/6 18/18 18/25 bought [4] 9/10 11/20 11/21 13/19 bound [8] 11/25 20/3 20/11 20/12 20/14 21/12 21/13 21/23 brakes [1] 11/2 brief [1] 5/2 briefly [1] 13/15 brought [1] 22/10 builder [1] 17/4 building [1] 15/10 burden [1] 11/9
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2 2000 [3] 5/21 5/23 8/5 2005 [3] 6/22 7/16 13/18 2012 [2] 8/2 8/7 2014 [1] 8/8 2015 [2] 8/14 8/18 2017-CP-40-04437 [1] 1/2 2018 [3] 1/10 24/15 24/19 2018THE [1] 3/1 245 acres [1] 5/4 26th [1] 8/2 278 [1] 5/23 2nd [2] 8/14 8/18	any [8] 10/3 10/5 11/25 12/1 15/10 15/14 20/10 24/17 anything [1] 16/1 appeal [2] 23/1 24/13 Appeals [2] 21/18 21/19 appearance [1] 3/6 appearing [1] 3/5 appears [1] 14/5 applied [1] 9/13 apply [3] 20/2 20/10 20/20 approach [1] 3/10 Approaches [2] 3/12 3/18 approval [4] 7/6 7/9 7/21 10/3 arbitrate [3] 18/7 18/10 21/7 arbitrated [1] 23/4 arbitration [32] are [33] area [15] 4/14 5/5 5/15 5/17 5/18 5/22 6/6 6/15 9/8 9/15 9/16 12/8 12/15 16/8 17/25 areas [2] 9/10 11/3 argue [1] 14/9 argument [3] 14/13 22/2 22/5 arose [1] 15/8 as [24] 3/15 6/5 6/13 6/14 6/19 7/5 8/1 8/3 10/8 10/18 10/19 11/13 11/17 12/16 13/25 15/7 15/21 19/5 19/9 20/16 21/12 22/11 22/11 23/5 aside [1] 4/22 ask [3] 14/20 14/21 15/24 asking [2] 10/10 16/15 asserted [1] 22/12 assigned [1] 7/25 associated [1] 9/18 attendant [1] 9/17 attention [1] 19/24 Attorney [3] 1/20 1/21 1/22 available [1] 13/1 award [2] 22/18 22/21	C calculated [1] 13/2 called [2] 2/4 6/20 can [8] 3/10 11/8 12/19 13/11 14/6 21/15 22/18 22/21 can't [9] 10/16 10/17 10/20 10/22 11/15 12/2 14/10 20/18 20/19 candidly [1] 14/4 captioned [1] 24/13 CAROLINA [9] 1/1 1/11 10/15 19/2 20/22 21/18 24/4 24/10 24/14 case [10] 4/11 10/21 14/4 16/10 20/5 20/8 21/19 22/10 23/2 24/13 cause [1] 13/25 CCRs [10] 13/17 14/18 18/20 19/24 20/2 20/6 21/2 21/12 22/7 22/16 CERTIFICATE [1] 24/1 certify [2] 24/10 24/16 change [4] 7/23 12/2 12/10 12/13 circuit [3] 23/3 24/9 24/23 circumvent [1] 20/21 cited [2] 15/9 21/14 Citing [1] 21/17 claiming [1] 21/22 clause [3] 21/25 22/3 22/16 clear [1] 12/17 clearly [3] 21/9 22/7 22/8 client [1] 12/22 client's [4] 5/13 5/13 5/16 13/4 clients [5] 10/6 11/16 12/14 13/6 16/25 Club [6] 5/7 5/21 6/7 6/10 6/18 6/21 Cobblestone [2] 4/15 4/17 Code [1] 10/15 Columbia [1] 1/11 commerce [1] 18/24 COMMON [2] 1/1 24/14 company [3] 6/8 6/20 14/23 compel [2] 3/24 14/25 complete [1] 24/11 comply [1] 18/4 concerned [1] 12/16 concluded [1] 23/14 conditions [1] 13/17 consent [1] 10/5 consider [1] 14/10 consideration [1] 15/24 consistent [1] 9/4 construct [3] 6/8 10/18 10/18
3 3-prong [1] 13/7 3647 [1] 7/2 377 [1] 5/23	as [24] 3/15 6/5 6/13 6/14 6/19 7/5 8/1 8/3 10/8 10/18 10/19 11/13 11/17 12/16 13/25 15/7 15/21 19/5 19/9 20/16 21/12 22/11 22/11 23/5 aside [1] 4/22 ask [3] 14/20 14/21 15/24 asking [2] 10/10 16/15 asserted [1] 22/12 assigned [1] 7/25 associated [1] 9/18 attendant [1] 9/17 attention [1] 19/24 Attorney [3] 1/20 1/21 1/22 available [1] 13/1 award [2] 22/18 22/21	C calculated [1] 13/2 called [2] 2/4 6/20 can [8] 3/10 11/8 12/19 13/11 14/6 21/15 22/18 22/21 can't [9] 10/16 10/17 10/20 10/22 11/15 12/2 14/10 20/18 20/19 candidly [1] 14/4 captioned [1] 24/13 CAROLINA [9] 1/1 1/11 10/15 19/2 20/22 21/18 24/4 24/10 24/14 case [10] 4/11 10/21 14/4 16/10 20/5 20/8 21/19 22/10 23/2 24/13 cause [1] 13/25 CCRs [10] 13/17 14/18 18/20 19/24 20/2 20/6 21/2 21/12 22/7 22/16 CERTIFICATE [1] 24/1 certify [2] 24/10 24/16 change [4] 7/23 12/2 12/10 12/13 circuit [3] 23/3 24/9 24/23 circumvent [1] 20/21 cited [2] 15/9 21/14 Citing [1] 21/17 claiming [1] 21/22 clause [3] 21/25 22/3 22/16 clear [1] 12/17 clearly [3] 21/9 22/7 22/8 client [1] 12/22 client's [4] 5/13 5/13 5/16 13/4 clients [5] 10/6 11/16 12/14 13/6 16/25 Club [6] 5/7 5/21 6/7 6/10 6/18 6/21 Cobblestone [2] 4/15 4/17 Code [1] 10/15 Columbia [1] 1/11 commerce [1] 18/24 COMMON [2] 1/1 24/14 company [3] 6/8 6/20 14/23 compel [2] 3/24 14/25 complete [1] 24/11 comply [1] 18/4 concerned [1] 12/16 concluded [1] 23/14 conditions [1] 13/17 consent [1] 10/5 consider [1] 14/10 consideration [1] 15/24 consistent [1] 9/4 construct [3] 6/8 10/18 10/18
6 6-29-1145 [2] 10/16 12/17 65 [1] 14/21 66 [1] 7/4	back [4] 5/3 8/9 8/16 12/23 background [1] 4/7 based [4] 10/23 13/5 13/6 13/7 basically [1] 14/24 basis [2] 10/21 20/16 be [27] beauty [1] 11/18 because [4] 10/11 11/16 16/23 20/17	C calculated [1] 13/2 called [2] 2/4 6/20 can [8] 3/10 11/8 12/19 13/11 14/6 21/15 22/18 22/21 can't [9] 10/16 10/17 10/20 10/22 11/15 12/2 14/10 20/18 20/19 candidly [1] 14/4 captioned [1] 24/13 CAROLINA [9] 1/1 1/11 10/15 19/2 20/22 21/18 24/4 24/10 24/14 case [10] 4/11 10/21 14/4 16/10 20/5 20/8 21/19 22/10 23/2 24/13 cause [1] 13/25 CCRs [10] 13/17 14/18 18/20 19/24 20/2 20/6 21/2 21/12 22/7 22/16 CERTIFICATE [1] 24/1 certify [2] 24/10 24/16 change [4] 7/23 12/2 12/10 12/13 circuit [3] 23/3 24/9 24/23 circumvent [1] 20/21 cited [2] 15/9 21/14 Citing [1] 21/17 claiming [1] 21/22 clause [3] 21/25 22/3 22/16 clear [1] 12/17 clearly [3] 21/9 22/7 22/8 client [1] 12/22 client's [4] 5/13 5/13 5/16 13/4 clients [5] 10/6 11/16 12/14 13/6 16/25 Club [6] 5/7 5/21 6/7 6/10 6/18 6/21 Cobblestone [2] 4/15 4/17 Code [1] 10/15 Columbia [1] 1/11 commerce [1] 18/24 COMMON [2] 1/1 24/14 company [3] 6/8 6/20 14/23 compel [2] 3/24 14/25 complete [1] 24/11 comply [1] 18/4 concerned [1] 12/16 concluded [1] 23/14 conditions [1] 13/17 consent [1] 10/5 consider [1] 14/10 consideration [1] 15/24 consistent [1] 9/4 construct [3] 6/8 10/18 10/18
7 72 [1] 19/25 73 [1] 20/9 74 [1] 7/20	back [4] 5/3 8/9 8/16 12/23 background [1] 4/7 based [4] 10/23 13/5 13/6 13/7 basically [1] 14/24 basis [2] 10/21 20/16 be [27] beauty [1] 11/18 because [4] 10/11 11/16 16/23 20/17	C calculated [1] 13/2 called [2] 2/4 6/20 can [8] 3/10 11/8 12/19 13/11 14/6 21/15 22/18 22/21 can't [9] 10/16 10/17 10/20 10/22 11/15 12/2 14/10 20/18 20/19 candidly [1] 14/4 captioned [1] 24/13 CAROLINA [9] 1/1 1/11 10/15 19/2 20/22 21/18 24/4 24/10 24/14 case [10] 4/11 10/21 14/4 16/10 20/5 20/8 21/19 22/10 23/2 24/13 cause [1] 13/25 CCRs [10] 13/17 14/18 18/20 19/24 20/2 20/6 21/2 21/12 22/7 22/16 CERTIFICATE [1] 24/1 certify [2] 24/10 24/16 change [4] 7/23 12/2 12/10 12/13 circuit [3] 23/3 24/9 24/23 circumvent [1] 20/21 cited [2] 15/9 21/14 Citing [1] 21/17 claiming [1] 21/22 clause [3] 21/25 22/3 22/16 clear [1] 12/17 clearly [3] 21/9 22/7 22/8 client [1] 12/22 client's [4] 5/13 5/13 5/16 13/4 clients [5] 10/6 11/16 12/14 13/6 16/25 Club [6] 5/7 5/21 6/7 6/10 6/18 6/21 Cobblestone [2] 4/15 4/17 Code [1] 10/15 Columbia [1] 1/11 commerce [1] 18/24 COMMON [2] 1/1 24/14 company [3] 6/8 6/20 14/23 compel [2] 3/24 14/25 complete [1] 24/11 comply [1] 18/4 concerned [1] 12/16 concluded [1] 23/14 conditions [1] 13/17 consent [1] 10/5 consider [1] 14/10 consideration [1] 15/24 consistent [1] 9/4 construct [3] 6/8 10/18 10/18
9 9-hole [2] 6/8 6/17	back [4] 5/3 8/9 8/16 12/23 background [1] 4/7 based [4] 10/23 13/5 13/6 13/7 basically [1] 14/24 basis [2] 10/21 20/16 be [27] beauty [1] 11/18 because [4] 10/11 11/16 16/23 20/17	C calculated [1] 13/2 called [2] 2/4 6/20 can [8] 3/10 11/8 12/19 13/11 14/6 21/15 22/18 22/21 can't [9] 10/16 10/17 10/20 10/22 11/15 12/2 14/10 20/18 20/19 candidly [1] 14/4 captioned [1] 24/13 CAROLINA [9] 1/1 1/11 10/15 19/2 20/22 21/18 24/4 24/10 24/14 case [10] 4/11 10/21 14/4 16/10 20/5 20/8 21/19 22/10 23/2 24/13 cause [1] 13/25 CCRs [10] 13/17 14/18 18/20 19/24 20/2 20/6 21/2 21/12 22/7 22/16 CERTIFICATE [1] 24/1 certify [2] 24/10 24/16 change [4] 7/23 12/2 12/10 12/13 circuit [3] 23/3 24/9 24/23 circumvent [1] 20/21 cited [2] 15/9 21/14 Citing [1] 21/17 claiming [1] 21/22 clause [3] 21/25 22/3 22/16 clear [1] 12/17 clearly [3] 21/9 22/7 22/8 client [1] 12/22 client's [4] 5/13 5/13 5/16 13/4 clients [5] 10/6 11/16 12/14 13/6 16/25 Club [6] 5/7 5/21 6/7 6/10 6/18 6/21 Cobblestone [2] 4/15 4/17 Code [1] 10/15 Columbia [1] 1/11 commerce [1] 18/24 COMMON [2] 1/1 24/14 company [3] 6/8 6/20 14/23 compel [2] 3/24 14/25 complete [1] 24/11 comply [1] 18/4 concerned [1] 12/16 concluded [1] 23/14 conditions [1] 13/17 consent [1] 10/5 consider [1] 14/10 consideration [1] 15/24 consistent [1] 9/4 construct [3] 6/8 10/18 10/18
A a.m [1] 23/14 about [10] 5/10 5/16 5/19 6/6 9/8 11/3 15/2 17/6 19/4 19/21 accurate [1] 24/11 acres [1] 5/4 Act [3] 18/23 20/21 20/24 action [4] 10/25 14/1 20/17 21/2 activity [3] 9/18 16/24 17/5 actually [1] 17/22 add [1] 9/15 addition [1] 16/25 additional [1] 6/8 adjacent [1] 8/12 affected [7] 7/7 7/10 7/23 9/22 9/25 10/7 12/12 affidavit [3] 14/22 17/4 18/24 affidavits [3] 9/5 9/7 13/7	back [4] 5/3 8/9 8/16 12/23 background [1] 4/7 based [4] 10/23 13/5 13/6 13/7 basically [1] 14/24 basis [2] 10/21 20/16 be [27] beauty [1] 11/18 because [4] 10/11 11/16 16/23 20/17	C calculated [1] 13/2 called [2] 2/4 6/20 can [8] 3/10 11/8 12/19 13/11 14/6 21/15 22/18 22/21 can't [9] 10/16 10/17 10/20 10/22 11/15 12/2 14/10 20/18 20/19 candidly [1] 14/4 captioned [1] 24/13 CAROLINA [9] 1/1 1/11 10/15 19/2 20/22 21/18 24/4 24/10 24/14 case [10] 4/11 10/21 14/4 16/10 20/5 20/8 21/19 22/10 23/2 24/13 cause [1] 13/25 CCRs [10] 13/17 14/18 18/20 19/24 20/2 20/6 21/2 21/12 22/7 22/16 CERTIFICATE [1] 24/1 certify [2] 24/10 24/16 change [4] 7/23 12/2 12/10 12/13 circuit [3] 23/3 24/9 24/23 circumvent [1] 20/21 cited [2] 15/9 21/14 Citing [1] 21/17 claiming [1] 21/22 clause [3] 21/25 22/3 22/16 clear [1] 12/17 clearly [3] 21/9 22/7 22/8 client [1] 12/22 client's [4] 5/13 5/13 5/16 13/4 clients [5] 10/6 11/16 12/14 13/6 16/25 Club [6] 5/7 5/21 6/7 6/10 6/18 6/21 Cobblestone [2] 4/15 4/17 Code [1] 10/15 Columbia [1] 1/11 commerce [1] 18/24 COMMON [2] 1/1 24/14 company [3] 6/8 6/20 14/23 compel [2] 3/24 14/25 complete [1] 24/11 comply [1] 18/4 concerned [1] 12/16 concluded [1] 23/14 conditions [1] 13/17 consent [1] 10/5 consider [1] 14/10 consideration [1] 15/24 consistent [1] 9/4 construct [3] 6/8 10/18 10/18

C	Douglas [1] 1/4 down [1] 12/23 dozen [1] 9/8 duration [1] 17/6 during [2] 2/5 2/14	ground [5] 18/17 18/22 19/6 19/9 19/23 grounds [3] 18/10 18/20 19/3
constructed [1] 6/12 constructing [1] 9/19 containing [1] 21/25 contention [1] 13/20 contract [5] 19/10 19/17 19/18 19/20 21/24 contractors [1] 17/19 contracts [6] 8/22 18/14 19/22 21/9 21/11 22/6 contractual [1] 19/14 COOPER [1] 1/15 copies [1] 3/15 correct [4] 16/2 16/2 16/11 18/15 could [3] 7/5 13/2 16/23 counsel [2] 18/6 24/17 COUNTY [4] 1/2 7/2 24/5 24/14 course [6] 6/5 6/9 6/9 6/12 6/14 6/17 court [18] 1/1 1/25 3/1 4/10 5/8 9/6 12/19 13/14 15/5 15/24 17/8 18/13 21/17 21/18 23/3 24/8 24/13 24/23 Court's [1] 19/24 courtroom [1] 8/9 covenant [3] 8/4 8/7 10/19 covenants [19] 5/6 5/9 5/11 6/20 6/23 7/1 7/4 7/6 7/17 7/18 7/24 8/1 8/6 9/5 12/7 12/9 13/6 13/17 20/15 CP [1] 1/2 crossclaims [1] 22/12 currently [1] 13/18 cut [1] 12/23	E effect [1] 8/7 either [1] 22/6 END [1] 23/25 enforce [2] 20/19 21/20 enforceable [1] 22/3 enforcement [1] 21/16 enjoined [1] 13/9 enjoyment [2] 9/24 11/17 enter [1] 14/7 entering [1] 8/22 ESQ [3] 1/19 1/21 1/22 essence [2] 15/9 15/17 essentially [1] 16/21 estopped [1] 21/15 estops [1] 21/22 even [3] 13/1 22/18 22/25 event [2] 6/11 12/1 ever [1] 22/22 evidence [1] 24/12 exempt [3] 20/17 21/2 22/16 exemption [1] 20/8 exercised [1] 17/9 exhibits [1] 2/13	H had [7] 6/1 6/2 7/4 11/8 13/23 17/22 24/12 handed [4] 5/8 5/25 14/23 14/24 harm [3] 11/11 11/13 11/16 has [19] 5/9 9/13 9/17 10/2 10/12 11/1 11/23 12/3 14/14 15/9 15/10 17/4 17/5 17/17 17/18 19/19 22/1 22/10 22/12 have [33] having [1] 23/2 Haynie [1] 18/25 he [4] 15/9 16/15 21/22 21/23 Head [1] 21/19 hearing [6] 11/7 12/3 13/11 13/16 13/20 22/22 held [1] 13/11 here [10] 3/13 5/14 5/17 6/6 6/15 8/16 9/1 11/6 12/13 17/1 hereby [1] 24/10 hereto [1] 24/17 Hilton [1] 21/19 his [1] 6/13 history [1] 18/1 hole [2] 6/8 6/17 home [2] 8/10 8/16 homeowner [1] 22/6 homeowners [5] 7/9 7/22 13/19 20/13 21/10 homes [4] 4/15 9/15 9/17 9/19 Honor [33] HONORABLE [1] 1/15 Horton [27] Hospital [1] 21/19 house [3] 8/12 11/19 11/20 houses [4] 5/13 8/23 17/25 18/1 How [1] 19/4 huge [1] 22/24 hundred [1] 16/16
D D.R [25] date [1] 8/17 day [1] 24/15 dealing [1] 17/10 DEBORAH [4] 1/25 24/8 24/21 24/23 December [2] 8/2 8/8 December 26th [1] 8/2 December 5 [1] 8/8 declarant [7] 6/4 6/13 6/19 7/5 8/1 13/21 20/13 deed [3] 6/4 8/11 8/20 Defendant [3] 1/21 1/22 8/2 Defendant's [1] 13/9 Defendants [1] 1/9 delay [1] 22/24 denied [1] 23/5 denying [1] 21/15 described [1] 6/5 develop [2] 4/21 9/14 developed [3] 6/16 9/12 17/18 developing [1] 13/10 development [2] 4/14 15/14 direct [3] 19/24 21/24 22/5 dirt [4] 16/4 16/13 16/14 17/20 disagreement [1] 14/17 discretion [1] 17/8 dispute [2] 15/8 19/19 disputes [1] 19/16 do [19] 9/20 9/23 9/23 9/25 10/1 10/13 10/14 10/20 10/23 10/23 11/2 12/2 12/24 14/20 15/16 19/12 19/20 24/10 24/16 docket [2] 3/23 18/8 doctrine [1] 21/22 document [1] 19/16 documents [2] 4/23 8/12 does [4] 14/7 18/23 20/9 21/1 doesn't [1] 21/12 doing [2] 10/11 17/23 dollars [1] 16/16 don't [3] 4/6 16/1 19/22 done [1] 12/13 Doug [1] 8/8	F fact [2] 15/25 18/25 familiar [1] 20/23 far [1] 17/9 farm [2] 5/22 6/7 February [3] 1/10 3/1 24/15 Federal [3] 18/22 20/21 20/23 feel [1] 19/7 few [1] 8/14 Fifth [2] 24/9 24/23 filed [17] 3/6 3/7 3/8 5/4 5/6 5/20 5/21 5/22 7/16 10/8 10/25 10/25 11/21 13/18 14/3 14/22 18/12 final [1] 12/3 firm [1] 14/14 first [2] 19/5 19/9 folks [1] 17/1 follow [1] 21/8 foregoing [1] 24/10 forward [3] 7/11 11/5 15/15 frame [1] 5/14 front [1] 23/3 fundamental [1] 14/17 further [3] 4/14 15/14 24/16	I I'm [3] 14/8 18/2 20/23 III [1] 1/21 important [1] 7/8 imposed [2] 11/24 15/9 in place [1] 12/7 inadequate [2] 11/12 12/21 Inc [1] 1/8 included [1] 6/9 including [1] 10/6 income [1] 17/2 inconsistent [1] 23/2 independent [2] 18/10 19/3 indicated [1] 15/7 indispensable [4] 20/3 20/7 20/10 22/14 informally [1] 15/18 information [1] 8/21 initial [2] 5/3 5/20 injunction [19] 3/20 3/25 4/13 10/11 11/7 11/9 11/24 12/1 13/8 14/1 14/8 14/11 14/12 14/20 15/17 16/22 19/13 22/13 22/20 insofar [1] 12/16 insufficient [1] 13/3 intent [1] 6/4 interest [1] 24/17 interpretation [2] 14/18 21/13 interstate [1] 18/23 introduced [2] 2/13 24/12 involve [1] 18/23 involved [2] 14/14 20/18 involves [1] 4/12 irreparable [3] 11/10 11/13 11/16 is [81] issue [5] 12/18 15/13 15/21 15/23
	G gatekeeper [1] 16/21 gave [2] 8/12 8/21 get [7] 7/9 7/21 10/13 11/9 12/11 22/22 23/8 Ginn [5] 6/20 6/22 7/5 7/16 7/25 Ginn-LA [1] 6/20 give [2] 4/7 5/14 given [3] 15/8 15/12 17/10 go [10] 4/2 10/12 10/12 12/22 14/18 17/19 18/8 18/16 19/8 19/12 goes [3] 6/11 14/24 15/14 going [9] 5/10 5/15 5/18 9/12 10/6 13/20 14/9 17/7 18/2 golf [7] 6/5 6/7 6/9 6/9 6/12 6/14 6/17 got [7] 6/2 7/9 10/12 10/12 16/3 16/7 16/12 grant [3] 10/17 10/17 18/2 green [8] 4/14 4/21 5/18 9/3 9/11 9/16 12/8 12/15 greenway [7] 6/5 6/14 6/14 6/16 8/4 8/6 8/13	

I	me [6] 4/4 4/7 4/8 14/5 17/12 18/3 mean [4] 16/7 16/9 17/1 20/20 means [1] 17/2 memorandum [1] 15/2 merits [11] 11/7 11/11 12/6 13/11 13/15 13/16 13/20 13/24 14/2 14/19 15/13 met [1] 11/8 money [4] 12/25 13/1 13/2 13/3 months [1] 8/14 more [2] 14/24 17/9 motion [12] 3/23 3/24 4/12 11/6 14/1 14/3 14/25 14/25 18/7 18/9 21/7 23/5 motions [2] 3/22 11/1 move [2] 11/5 14/9 moving [1] 17/20 Mr [2] 23/7 23/12 Mr. [16] 4/6 13/12 14/5 14/6 14/13 14/13 14/14 15/3 15/7 15/20 17/13 18/25 19/4 21/8 21/14 22/9 Mr. Haynie [1] 18/25 Mr. Lindemann [3] 14/6 14/13 15/3 Mr. Peace [10] 4/6 14/5 14/13 15/7 15/20 17/13 19/4 21/8 21/14 22/9 Mr. Shelley [1] 13/12 Mr. Tighe's [1] 14/14 much [3] 10/4 18/6 23/9 my [12] 4/10 5/13 5/13 5/16 10/6 11/16 12/22 13/3 13/6 14/25 16/25 22/21	owner [1] 13/22 owners [1] 7/7
J	P	
James [3] 1/4 3/2 8/15 January [3] 5/23 8/4 8/5 January 14th [2] 8/4 8/5 JR [1] 1/15 JUDGE [17] 1/15 4/12 4/24 4/25 5/3 5/24 7/19 8/21 9/7 10/2 10/8 11/6 12/5 12/20 15/23 20/5 23/8 Judicial [1] 24/9 June [2] 8/14 8/18 just [15] 4/4 4/7 5/14 7/13 7/15 12/6 13/15 14/17 15/21 16/3 16/12 16/14 18/3 21/8 21/14	Page [8] 5/23 6/2 6/24 7/2 7/4 7/20 19/25 20/9 panel [1] 22/18 panels [1] 22/21 Park [1] 4/16 part [2] 4/12 9/5 particular [1] 11/3 parties [3] 20/12 21/13 23/4 party [9] 20/3 20/7 20/10 20/11 20/14 21/11 21/13 22/14 24/17 PEACE [14] 1/19 3/13 4/6 4/10 14/5 14/13 15/7 15/20 17/13 19/4 21/8 21/14 22/9 23/7 Pearson [1] 21/19 people [2] 12/12 19/21 percent [1] 7/12 permanent [4] 10/10 14/2 19/12 22/20 permission [4] 9/14 10/13 10/17 12/11 permit [1] 17/21 permits [7] 10/17 11/4 11/25 12/18 15/11 17/22 17/24 perpetual [2] 6/14 6/16 picture [1] 5/14 piece [3] 16/3 16/12 16/14 place [6] 12/7 15/18 16/24 17/5 17/19 18/20 Plaintiffs [9] 1/6 1/20 3/14 4/11 4/13 4/15 8/15 9/21 22/11 plans [1] 17/18 plat [1] 6/7 platted [1] 17/17 play [1] 15/23 PLEAS [2] 1/1 24/14 please [3] 4/9 13/14 15/5 plenty [1] 16/7 plus [2] 9/15 9/19 point [5] 7/11 8/3 8/6 13/17 22/2 portion [1] 13/22 position [1] 15/13 Post [1] 20/1 Post-It [1] 20/1 potential [1] 14/22 practical [1] 12/21 premature [1] 19/8 Prepare [2] 17/12 18/3 pretty [1] 16/19 prevent [1] 4/14 prior [4] 6/23 6/25 7/18 8/22 proceed [1] 11/14 proceedings [4] 2/5 2/14 23/13 24/12 process [1] 22/24 prong [3] 12/5 12/20 13/7 property [18] 5/13 5/16 6/4 6/12 6/13 8/25 9/2 9/10 9/24 11/18 11/22 12/23 13/10 13/19 13/22 16/8 17/17 19/19 propose [4] 9/23 10/1 12/24 19/10 proposed [3] 6/5 6/13 22/11 protect [1] 13/3 provision [6] 6/1 6/3 7/4 18/13 19/15 21/3 provisions [3] 18/19 18/21 20/1 purchase [3] 8/23 18/18 19/2 purchased [3] 8/10 8/16 9/11 purchasers [1] 18/25 put [3] 11/1 18/3 19/25 putting [1] 17/20	
K		
kin [1] 24/16 kind [3] 4/4 4/7 11/24 know [4] 9/17 11/14 12/25 22/1 knowledge [2] 10/2 22/21 known [1] 6/13	Q	
L	qualify [1] 21/12 question [1] 22/17 quickly [1] 21/4 quiet [2] 9/24 11/17	
LA [1] 6/20 land [1] 11/14 language [1] 19/16 lastly [2] 22/17 22/25 later [1] 8/14 law [4] 11/12 12/21 14/4 20/22 lawsuit [2] 10/9 13/25 leadership [1] 12/2 least [3] 22/2 22/10 22/20 Lenore [2] 1/4 8/15 less [2] 10/4 17/11 Let [1] 4/4 like [4] 11/25 12/6 12/24 19/7 likelihood [2] 11/11 12/5 limited [3] 17/2 17/2 21/17 LINDEMANN [6] 1/22 3/5 14/6 14/13 15/3 15/5 litigated [1] 23/2 litigation [1] 15/12 little [1] 9/1 live [3] 8/25 9/1 9/2 living [1] 19/1 LLC [2] 5/7 6/8 LLP [1] 6/21 Located [1] 4/18 long [1] 10/19 looking [1] 14/4 lose [2] 11/16 11/18 losses [1] 14/22 lots [1] 17/24 LTD [1] 6/21		
M		
made [1] 22/2 majority [7] 7/6 7/13 7/14 7/15 7/22 10/4 12/11 make [2] 12/12 22/15 makes [1] 22/14 making [1] 22/4 mandamus [2] 22/14 22/19 mandate [1] 21/1 materially [6] 7/7 7/10 7/23 9/22 9/25 10/7 matter [1] 12/4 may [8] 3/4 4/9 5/3 5/11 13/13 15/4 17/14 24/19 McCURDY [4] 1/25 24/8 24/21 24/23 McRoy [1] 1/21		
N		
name [1] 4/10 national [1] 17/3 nature [1] 15/12 neck [1] 9/1 need [3] 16/23 22/5 23/7 needs [1] 15/13 neither [1] 24/16 no [8] 2/4 2/13 12/21 16/9 16/23 16/24 17/5 22/1 non [3] 21/15 21/21 21/22 Non-signatories [1] 21/15 non-signatory [2] 21/21 21/22 none [2] 22/7 22/8 North [1] 19/1 not [25] note [1] 20/1 nothing [2] 16/23 19/20 notice [1] 3/6 November [1] 7/16 now [6] 7/3 9/13 10/25 14/1 16/1 23/7 Number [4] 5/11 5/24 16/18 16/20		
O		
object [1] 15/16 obtained [2] 10/3 10/5 obviously [5] 9/16 9/20 11/15 14/21 15/23 occurred [1] 19/2 Official [2] 1/25 24/8 Okay [4] 4/1 4/5 4/19 8/19 once [2] 7/17 15/7 one [2] 22/13 22/13 only [3] 7/5 13/22 13/25 oppose [1] 21/7 order [7] 4/2 12/12 14/6 17/12 18/3 20/21 22/1 orders [2] 12/19 23/7 original [1] 4/22 other [4] 8/15 9/8 9/18 19/21 our [11] 4/12 10/2 10/21 10/25 11/1 11/6 12/14 13/20 14/23 16/17 20/7 out [6] 4/4 10/19 16/8 17/5 17/19 23/1		

R R-377 [1] 5/23 ready [1] 17/19 Real [1] 21/4 really [1] 15/1 reasonable [1] 17/10 receives [1] 21/24 record [3] 1/7 6/24 24/11 recorded [1] 7/1 refer [1] 8/3 reference [1] 5/15 referenced [1] 12/17 regarding [1] 14/22 regards [1] 16/9 related [1] 19/16 relative [1] 24/13 relatively [1] 17/6 relief [1] 22/18 reliefs [1] 22/20 relying [5] 19/15 20/16 20/20 21/3 21/9 remain [6] 9/3 9/3 11/20 11/22 12/8 12/15 remaining [1] 23/4 remedied [1] 11/15 remedy [6] 11/12 12/21 12/22 12/25 13/1 13/3 remove [1] 13/23 Reporter [4] 1/25 24/1 24/8 24/23 represent [1] 4/10 request [2] 13/8 15/17 requirements [1] 20/22 residents [3] 9/8 10/3 10/5 resolved [1] 15/14 respond [1] 17/14 response [1] 16/17 restated [3] 6/23 6/25 7/3 restating [1] 7/18 restricting [1] 11/14 restriction [2] 13/24 15/10 restrictions [6] 5/4 5/20 5/22 6/1 11/21 13/18 restrictive [20] 5/6 5/9 5/10 6/19 6/23 6/25 7/3 7/6 7/17 7/18 7/23 8/1 8/5 8/5 9/4 10/19 12/7 12/9 13/5 20/15 restricts [1] 6/13 result [1] 10/8 results [1] 23/2 retired [1] 17/1 RICHLAND [4] 1/2 7/2 24/5 24/14 right [19] 3/17 4/6 4/24 4/25 5/17 6/15 9/1 11/17 13/12 13/23 14/7 15/3 15/20 16/4 16/25 17/12 19/23 22/23 23/9 rights [10] 6/19 7/7 7/10 7/22 7/25 9/21 9/23 10/6 12/12 13/4 risk [1] 23/1 roads [1] 9/17 ROD [1] 7/1 roughly [2] 5/4 9/15 Roy [1] 13/14 RPR [3] 1/25 24/21 24/23 Rule [1] 14/21 run [1] 23/1	security [3] 14/21 15/22 17/15 see [1] 18/14 seeking [1] 4/8 seeks [1] 21/20 self [2] 11/24 15/9 self-imposed [2] 11/24 15/9 September [1] 6/22 September 15th [1] 6/22 set [3] 4/22 5/22 17/9 several [1] 16/15 Shea [3] 1/4 1/5 8/8 Sheas [3] 8/24 9/22 19/1 Shelley [4] 1/21 13/12 13/14 23/12 short [1] 17/6 show [2] 11/10 22/5 signatories [1] 21/15 signatory [4] 21/11 21/20 21/21 21/22 simply [1] 12/25 since [2] 10/25 16/20 sir [2] 3/11 21/5 sitting [2] 8/9 16/25 situation [2] 13/2 20/12 skim [1] 12/23 so [16] 5/20 6/14 10/8 11/6 12/2 13/5 14/8 15/16 16/15 17/7 17/24 17/25 19/2 20/8 20/14 22/1 sold [2] 17/25 18/1 some [6] 4/7 4/21 5/14 14/17 15/10 17/22 sort [1] 4/4 sought [1] 22/19 SOUTH [8] 1/1 1/11 10/15 20/22 21/18 24/4 24/9 24/14 space [9] 4/14 4/22 5/18 8/13 9/3 9/11 9/16 12/9 12/15 speaking [1] 14/5 specific [4] 6/1 6/3 17/24 18/21 specifically [2] 12/8 12/9 start [2] 17/20 17/23 STATE [3] 1/1 24/4 24/9 statute [5] 10/24 12/17 15/8 15/22 18/4 stay [2] 3/23 14/25 still [1] 8/7 stop [1] 10/11 stopped [1] 17/24 subdividing [1] 13/10 subdivision [1] 5/5 subject [2] 16/22 20/6 submitted [3] 9/6 9/7 17/4 substantial [1] 16/19 success [2] 11/11 12/6 suggest [1] 17/8 suit [1] 20/10 summary [1] 5/2 supported [1] 13/7 supposed [1] 6/15 Sure [1] 17/16	that's [6] 4/24 4/24 16/2 16/2 16/11 22/23 their [15] 6/19 8/10 8/11 8/12 8/16 8/20 8/23 9/23 9/24 11/17 11/17 11/19 11/22 18/13 19/23 them [4] 7/12 10/4 10/11 23/8 then [7] 9/20 11/14 12/16 12/20 14/2 19/12 22/25 there [22] 3/22 9/11 10/19 10/19 12/1 12/3 12/21 16/22 16/24 17/4 17/5 17/19 17/20 18/10 19/3 20/1 20/2 20/8 22/1 22/5 22/7 22/8 therefore [2] 13/23 22/15 these [4] 2/5 2/14 17/1 20/6 they [49] thing [4] 7/19 7/21 9/9 11/23 things [2] 11/10 17/20 think [5] 11/8 14/6 14/15 19/2 19/25 third [2] 12/20 18/22 this [32] THOMAS [1] 1/15 those [11] 5/6 5/10 5/24 6/1 6/19 7/1 7/3 12/10 20/2 21/11 22/6 though [1] 14/12 thousand [1] 16/16 three [3] 11/10 18/10 19/3 through [2] 10/12 14/15 Tighe's [1] 14/14 time [4] 8/3 8/6 13/21 14/8 today [1] 4/8 together [1] 14/16 told [6] 8/24 9/9 11/19 12/14 12/14 13/6 too [1] 12/1 towards [1] 14/25 Town [32] Town's [1] 15/12 track [1] 18/1 traffic [1] 9/18 TRANSCRIPT [3] 1/7 23/25 24/11 transferred [1] 6/18 trees [1] 12/23 trial [1] 24/12 TRO [1] 3/19 true [1] 24/11 try [1] 23/1 trying [1] 14/15 two [3] 3/22 22/12 23/7
S s/Deborah [1] 24/21 said [9] 6/3 7/4 7/19 7/20 11/22 12/6 15/16 21/8 21/20 Sally [2] 1/5 8/8 same [5] 7/19 7/21 9/9 11/23 14/8 saw [1] 18/12 say [5] 6/11 9/5 12/8 12/9 15/1 says [6] 7/13 7/15 10/20 12/19 19/16 20/9 seated [1] 8/16 second [4] 12/5 18/17 18/20 19/23 section [3] 6/3 10/16 21/14	T tab [9] 5/9 5/11 5/24 6/24 7/20 8/11 8/20 14/23 19/25 take [3] 15/24 16/24 19/11 taken [1] 17/5 talk [1] 14/15 talking [6] 5/10 5/16 5/18 6/6 11/3 17/6 tell [1] 4/7 temporarily [1] 13/9 temporary [12] 3/20 3/24 4/13 10/10 11/7 11/9 13/8 14/1 14/8 14/10 15/17 16/22 terms [4] 10/24 12/10 20/15 20/25 test [1] 13/8 than [1] 17/11 Thank [9] 13/13 15/4 15/19 18/5 18/6 23/9 23/10 23/11 23/12 that [113]	U ultimately [2] 6/18 7/25 under [6] 7/25 10/15 14/21 15/22 20/15 21/13 understand [4] 9/13 13/16 13/24 14/12 understanding [1] 17/3 undeveloped [3] 8/25 9/2 9/3 University [6] 5/7 5/21 6/7 6/10 6/18 6/20 unless [1] 20/2 until [5] 11/7 12/3 12/18 13/10 17/23 up [5] 5/25 8/9 14/24 14/24 21/8 upon [2] 6/6 7/6 us [2] 3/3 8/9 used [1] 5/5 utilities [1] 9/18 V very [4] 18/6 21/17 21/17 23/9 view [1] 20/8 W wall [1] 8/10 want [4] 4/21 10/14 10/18 10/23 wants [3] 4/3 11/2 12/10 was [15] 4/22 5/11 6/15 6/16 8/7 8/7 8/17 8/18 9/11 9/12 11/20 13/21 21/10 21/11 22/5

W way [1] 22/10 we [33] we're [2] 6/6 11/6 well [6] 3/16 13/18 14/16 18/12 20/5 22/11 were [20] 2/4 2/13 5/4 5/6 5/20 6/23 7/1 7/7 8/24 9/9 11/19 11/21 12/14 12/14 13/2 13/6 13/18 17/19 19/1 23/13 what [20] 4/8 8/3 8/17 9/4 9/23 10/1 10/13 10/18 10/23 11/2 11/18 11/20 13/6 14/16 14/20 14/23 14/24 17/10 19/21 21/8 whatever [1] 4/2 when [3] 19/2 21/20 21/23 whenever [2] 11/19 11/21 where [8] 7/19 8/25 9/2 9/8 9/11 9/11 17/25 19/12 WHEREUPON [3] 2/4 2/13 23/13 whether [1] 22/17 which [3] 6/5 19/25 20/10 while [1] 17/2 who [4] 8/9 8/15 16/5 22/12 whose [5] 7/7 7/10 7/22 10/5 12/12 why [1] 4/6 will [3] 4/2 9/24 23/8 win [1] 14/2 Without [1] 17/21 witnesses [1] 2/4 worked [1] 14/16 would [19] 9/3 9/3 11/20 11/22 11/25 12/15 12/24 13/3 13/8 14/18 15/24 16/23 16/24 17/8 18/17 18/22 20/3 20/19 22/15 Y yellow [1] 19/25 yes [7] 3/8 3/11 4/24 16/7 16/20 18/9 21/5 yesterday [1] 3/6 you [32] your [34] Z Zedosky [4] 1/4 1/4 3/2 8/15 Zeduskys [3] 8/23 9/21 19/1		

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF RICHLAND) SUPPLEMENT III TO DECLARATION
OF COVENANTS, RESTRICTIONS,
EASEMENTS LIENS AND CHARGES OF
THE UNIVERSITY CLUB

THE FARM

This Amended Supplemental Declaration To Covenants executed by the University Club Land Co., LLC, a South Carolina Limited Liability Company, (Declarant) on this 31st day of December, 1999.

WHEREAS, a set of Restrictive Covenants pertaining to real property situated in Blythewood, Richland County, South Carolina, was filed at the office of the RMC for Richland County, South Carolina on May 20, 1998 in Deed Book 76 at Page 324 (the "Covenants"); and

WHEREAS, Declarant is subdividing a section of property into a residential subdivision shown on a plat prepared by Robert Lackey Surveying, Inc., recorded in the office of the RMC for Richland County, South Carolina dated November 29, 1999 and recorded December 23, 1999 in Plat Book 371 at Page 647 and last revised January 12, 2000 and re-recorded January 14, 2000 in Book 371 at Page 274 and also recorded in the Office of the Clerk of Court for Fairfield County in Plat Book ____ at Page ____ incorporated herein by reference and made a part hereof ("The Farm"); and

WHEREAS, to insure that The Farm is aesthetically pleasing and functionally convenient, the Declarant is desirous of conveying Lots within The Farm subject not only to the terms and provisions of the Covenants, but also subject to the supplemental covenants hereafter set forth; and

WHEREAS, the Declarant has caused The Farm Homeowners Association Inc., ("TFHA") a corporation organized under the nonprofit corporation laws of South Carolina, to be formed for the purpose of providing a nonprofit organization to serve as the representative of the Owners and residents within The Farm with respect to: the administration and the enforcement of all covenants, conditions, restrictions, easements and charges contained herein; all liens created hereby; the creation, operation, management and maintenance of the Common Areas and any Limited Common Areas; the operation, management and maintenance of any leased property; the assessment, collection and application of all charges imposed hereunder; and the promotion otherwise of the health, safety and general welfare of the Owners and residents of The Farm and the preservation of the values and amenities of The Farm; and

WHEREAS, each Purchaser of a Lot in The Farm will be required to maintain a home therein in accordance with the Purchase Agreement, Architectural Guidelines for the Community, the Covenants and this Supplement III to the Covenants ("Declaration"); and

WHEREAS, in order to cause the covenants, conditions, restrictions, easements, charges and liens to run with the property, located within The Farm, Declarant has

G:\wpdata\law\clubtre\The Farm Covenants 11.30.99

Book 00377-0278
1 Fee: \$32.00 County Tax: \$0.00 State Tax: \$0.00
Declaration of Coven



executed this instrument.

NOW, THEREFORE, the Declarant hereby declares that all of the property within The Farm shall be held, sold and conveyed subject to the following supplemental covenants, all of which are for the purpose of promoting the common good and general welfare of the Owners and residents of The Farm and thereby enhancing and protecting the value, desirability and attractiveness of The Farm and the Property. These supplemental covenants shall run with the title to the that portion of the Property located within The Farm and shall be binding on all parties having any right, title or interest in that portion of the Property located within The Farm or any part thereof and, subject to the limitations herein provided, shall inure to the benefit of each Owner thereof, his heirs, grantees, distributees, successors and assigns.

ARTICLE I DEFINITIONS

The following words when used in this Declaration (unless the context dictates otherwise) shall have the following meaning:

Section 1. "TFHA" shall mean and refer to The Farm Homeowners Association, Inc., a nonprofit South Carolina corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, including heirs, successors and assigns whether one or more persons or entities, of fee simple title to any Lot which is a part of the property within The Farm, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property referred to as The Farm.

Section 4. "Common Area" shall mean all real property and personal property owned or used by the TFHA for the common use and enjoyment of all of the Owners including the roads which shall not be the responsibility of any governmental authority.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of that portion of the Property located within The Farm as such may be conveyed by Declarant from time to time, together with the improvements thereon, with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to the University Club Land Co., LLC, a South Carolina limited liability company, its successors and assigns, or any person, firm or corporation that succeeds to the title of the Declarant. Any such person, firm or corporation shall be entitled to exercise all rights and powers conferred upon the Declarant by this Declaration, Articles of Incorporation, or Bylaws of TFHA.

Section 7. "Declaration" shall mean and refer to this Supplement III to Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of The University Club.

Section 8. "Living Unit" or "Unit" shall mean and refer to any portion of the building situated upon that portion of the Property located within The Farm assigned and intended for use and occupancy as a residence by a single family as herein provided.

Section 9. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of The Farm Homeowners Association, Inc., a copy of which is attached hereto as Exhibit "B".

Section 10. "Bylaws" shall mean and refer to the Bylaws of the TFHA, a copy of which is attached hereto as Exhibit "C".

Section 11. "Board" shall mean and refer to the Board of Directors of TFHA.

Section 12. "Common Expenses" shall mean and include the actual and estimated expenses of operating TFHA, including any reasonable reserve, all as may be determined to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation.

Section 13. "Committee" shall mean and refer to the Architectural Control Committee as appointed by the Declarant for architectural review of proposed improvements within the Property.

Section 14. "Building Costs" shall mean all costs associated with building a Unit, excluding Lot costs.

Section 15. "The Farm" shall mean that portion of the Property described on a plat prepared by Robert Lackey Surveying, Inc., recorded in the office of the RMC for Richland County, South Carolina dated November 29, 1999 and recorded December 23, 1999 in Book 371 at Page 647 and re-recorded January 14, 2000 in Book ~~377~~ at Page ~~274~~ and also in the Office of the Clerk of Court for Fairfield County in Plat Book ____ at Page ____ which is incorporated herein by reference and subject to this Declaration.

ARTICLE II
AMENDMENT TO ORIGINAL COVENANTS
RECORDED IN DEED BOOK 76 AT PAGE 324

Section 1. This Property is added to and made a part of the Covenants recorded on May 20, 1998 in the Office of the RMC for Richland County in Book 76 at Page 324.

Section 2. AMENDMENTS. The following Sections contained in Article VIII of the Covenants are hereby amended as follows for the Property described in Exhibit A only and

do not effect additional properties in The University Club:

Section 3. Animals. No hooved animal or livestock of any kind shall be raised, kept, bred or maintained on any Lot. All pets shall be kept on leashes when not confined. If an animal or pet becomes a nuisance as defined by the Association, then the nuisance must be removed immediately upon notification by that Association.

Section 8. Trailers, Etc. No trailer, shed, or similar outbuilding shall be placed on any Lot or the Common Area at any time either temporarily or permanently; however, storage buildings of a design and construction similar to the Unit may be allowed subject to the approval of the Architectural Control Committee, but not prior to the unit being constructed.

Section 10. Deleted in its entirety.

Section 12. Outdoor Recreational Equipment. Permanent outdoor recreational equipment shall not be installed or used on any Lot unless it has been approved by the Architectural Control Committee.

Section 3. Additional Covenants. It is the intent of the Declarant to deed the property described as Proposed Golf Course / Greenway on the plat of The Farm to The University Club Golf Co., LLC to construct an additional nine (9) golf holes to be included in the golf course at The University Club. In the event golf course property is not constructed, the Declarant restricts this property known as Proposed Golf Course / Greenway as a perpetual green way.

ARTICLE III ANNEXATION OF ADDITIONAL PROPERTY AND SUPPLEMENTAL DECLARATIONS

Section 1. Annexation. Declarant shall have the unilateral right privilege, and option, from time to time at any time, to add any additional real property subject to this Declaration and the jurisdiction of TFHA. Such annexation shall be accomplished by filing in the public records of Richland County, South Carolina, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of Voting Members, but shall require the consent of the Owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the right, privilege, and option to annex additional property which is herein reserved to Declarant.

Section 2. Acquisition of Additional Common Area. Declarant may convey to TFHA additional real estate, improved or unimproved, which upon conveyance or dedication to TFHA shall be accepted by TFHA and thereafter shall be maintained by TFHA at its expense for the benefit of all its Members.

Section 3. Withdrawal of Property. Declarant reserves the right to amend this Declaration at any time without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Property then owned by the Declarant, its affiliates, or TFHA from the provisions of this Declaration to the extent originally included in error or as a result of any change whatsoever in the plans for the Property desired to be affected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

Section 4. Additional Covenants and Easements. The Declarant may unilaterally subject any portion of The Farm or property later added subject to this Declaration to additional covenants and easements including covenants obligating TFHA to maintain and insure such property on behalf of the Owners thereof and obligating such Owners to pay the costs incurred by TFHA through General or Special Assessments. Any such additional covenants and easements shall be set forth in a Supplemental Declaration.

Section 5. Amendment. This Article III shall not be amended without the prior written consent of Declarant.

ARTICLE IV PROPERTY RIGHTS

Section 1. Common Area. Common Areas may continue to be owned by the Declarant or may be conveyed or transferred to TFHA, free and clear of all liens and encumbrances of record, but subject to this Declaration.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in, to, over and through the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of TFHA to charge reasonable fees for the maintenance of the Common Area and any facility situated upon the Common Area;
- b. The right of the Declarant, and of TFHA, to dedicate, transfer, or convey all or any part of the Common Area or Limited Common Area, with or without consideration, to any governmental body, district, agency, or authority, or to any utility company, provided that no such dedication, transfer or conveyance shall adversely affect the use of the Common Areas by the Members of TFHA;
- c. The right of the Declarant, and of TFHA, to grant and reserve easements and right-

of-ways through, under, over and across the Lots and Common Areas for the installation maintenance, and inspection of lines and appurtenances for public and private water, sewer, electric, drainage, gas, and other utilities and services, including a cable television or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Declarant to grant and reserve easements and right-of-ways through, over and upon and across the Common Areas for the operation and maintenance of the Common Areas;

- d. The right of TFHA to levy and assess fines for an infraction of its published Rules and Regulations and/or to suspend, after notice and hearing before the Board, the voting rights and right to use of the common areas and recreational facilities by an Owner, his family, guest, invitees or tenants for a reasonable period of time; however, the right of an Owner to ingress and egress over the roads and/or parking areas shall not be suspended.
- e. The right of TFHA, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving or repairing the Common Area and to execute and deliver a mortgage on the Common Area; however, a decision to borrow money and deliver a mortgage must be assented to by two-thirds (2/3) of the cumulative total of the Class A plus the Class B member votes.
- f. The right of the Declarant to place promotional signs and literature in the Common Areas, or any Lot owned by Declarant.
- g. The right of TFHA to enact Rules and Regulations to govern the use of the Common Area and Limited Common Area; as approved by the cumulative total of two-thirds (2/3) of the Class A plus Class B member votes.

Section 3. Delegation of Use. After prior written approval by the Board any Owner may delegate in accordance with the By-laws of TFHA, his rights of enjoyment to the Common Area and facilities to the members of his family, who reside within The Farm, his tenants, or contract purchasers.

Section 4. Additional Structures. Neither TFHA nor any Owner shall, without the prior written approval of the Declarant erect, construct, or otherwise locate any structure or other improvement in the Common Area.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot and the Declarant shall be a member of TFHA, and the Membership shall be appurtenant to and may not be separated from ownership of any Lot, provided, however, that any person or entity that holds any interest merely as security for the performance of an obligation shall not be a member

excepting Declarant.

Section 2. Voting Rights. TFHA shall have two classes of voting membership:

(a) Class A. Class A members shall be all those Owners of Lots as defined in ARTICLE I, Section 2., with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold an interest required for membership. When more than one person hold such interest or interests in any Lot, all such Persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership plus one vote for each Class A member so long as the Declarant holds an interest in any Lot.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay to TFHA: General Assessments of charges and Special Assessments for capital improvements. Such assessments shall be fixed, established, and collected from time to time as hereinafter provided. The General and Special Assessments together with such interest, costs and reasonable attorneys' fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot when the assessment fell due. In the case of co-ownership, all such Owners shall be jointly and severally liable for the entire amount of the assessment.

The Declarant shall pay to TFHA one-third (1/3) of the regular assessments on the unsold Lots. The Declarant's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions, services or materials, or a combination of these at Declarant's discretion.

TFHA is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

Section 2. Purpose of General Assessments. The General Assessments levied by TFHA shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of The Farm and in particular for the administration, acquisition,

improvement and maintenance of the Property within The Farm, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and services to the Owners, including, but not limited to: (1) the cost of public and private utilities; (2) cost of maintaining any property operated by TFHA under a lease or permit; (3) repairs and replacement of roads within The Farm; (4) repairs, replacements and additions, the cost of insurance, the cost of labor, materials, management, maintenance and supervision, the payment of any taxes assessed against the Common Area and on any property owned or leased by TFHA; (5) payment of charges for garbage services, water and sewer services furnished to the Common Area and the employment of an attorney to represent the TFHA when necessary and such other needs as may arise.

Section 3. Maximum General Assessments. Until December 31, 2000, the General Assessment shall be Four Hundred and 00/100 (\$400.00) Dollars per year for each Lot without Unit or Six Hundred (\$600.00) Dollars per year for each Lot with a Unit which is payable annually or in equal quarterly installments. The quarterly installment shall be due by the fifth (5th) day of each quarter or on such date as the Board shall establish. The Board shall have the right to establish a payment schedule other than as set forth above. The Unit assessment will be applicable when a building permit for a residence is obtained. TFHA has the obligation to collect assessments due to University Club Homeowners Association and forward those assessments to the UCHA as they are collected.

(a) After the first year, for each calendar year or portion thereof, the General Assessment shall be established by the Board and may be increased annually by the Board without approval of the Owners in an amount not to exceed ten (10%) percent of the maximum annual assessment of the previous year.

(b) After the first year, the maximum General Assessment may be increased above ten (10%) percent by vote of the cumulative total of two-thirds (2/3) of the Class A plus Class B member votes, who vote in person or by proxy at a meeting duly called for this purpose.

(c) The Board shall, in connection with the fixing of the General Assessments prepare, or cause to be prepared, an annual budget showing the services furnished by TFHA and the cost thereof per Lot.

(d) The Board shall, in connection with the fixing of the General Assessments, include an adequate reserve fund for maintenance, repair, and replacement of those elements of the Common Area that must be replaced on a periodic basis and are payable in regular installments rather than by Special Assessments.

Section 4. Special Assessments For Capital Improvements. In addition to the General Assessment, TFHA may levy in any assessment year a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, provided that any

such assessment shall have the consent of the cumulative total of two-thirds (2/3) of the Class A plus Class B member votes who are voting in person or by proxy at a meeting duly called for this purpose. All Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis or as established by the Board.

Section 5. Reserve Fund Established on Initial Sale of Each Lot. At the time of the initial conveyance of each Lot from the Declarant, an Owner shall deposit with TFHA a sum of money equal to two (2) months General Assessments to establish a working capital fund to meet unforeseen expenditures or purchase any additional equipment or services. The sums paid under this ARTICLE V Section 5 shall not be considered as advance payments of the General Assessment. The monies collected under this ARTICLE V, Section 5 shall be deposited to a fund separate from the fund established to receive the General Assessment or Special Assessment.

Section 6. Notice Under Sections 3 and 4 of Article V. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 (b) or 4 shall be sent to all members not less than twenty (20) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of members or proxies entitled to cast fifty (50%) percent of all the votes that could vote on the particular action shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum for the subsequent meeting shall be the presence of members or proxies entitled to cast fifty (50%) percent of all votes. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. General Assessments and Special Assessments must be fixed at a uniform rate for all Lots to which the particular assessment applies excepting Declarant's unsold Lots and may be collected on a quarterly basis, or any other basis approved by the Board.

Section 8. Date of Commencement of Assessments.

(a) Completion of Common Area by Declarant. The Declarant will fulfill all its obligations in accordance with its plan to complete the construction of the improvements in the Common Area; however, after the conveyance of the first Lot TFHA will be responsible for the maintenance, repair, and upkeep of the Common Area, even if the Common Area has not been deeded to TFHA.

(b) Due Dates. The Board shall fix the amount of the General Assessment against each Lot and notify Owner at least thirty (30) days in advance of increase. Written notice of the General Assessment or any Special Assessment shall be sent to every Owner subject thereto. The due date of the General Assessment or any Special Assessment shall be established by the Board. TFHA shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the TFHA setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect Of Nonpayment of Assessment. If any Assessment (General or Special) is not paid on the date when due, then such Assessment shall become delinquent and shall bear interest at the rate of eighteen (18%) percentum per annum after the due date. The cost of collection, including attorneys' fees, shall also be added to the amount due. The TFHA may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and interest, costs, and attorney's fees of any such action shall be added to the amount of such Assessment and Assessments and penalties will continue to accumulate and become a lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area, even during suspension periods, or by abandonment of his Lot.

Section 10. Subordination Of The Lien To Mortgage.

The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage now existing or hereafter placed upon the Lot. No sale or transfer of any Lot shall affect the Assessment liens nor relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof except that a holder of a first mortgage that acquires the Lot pursuant to foreclosure of the mortgage or deed in lieu of foreclosure will take the Lot free of unpaid assessments which have accrued prior to the time such holder takes title to the Lot.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Application. All Owners, guests and tenants, shall be subject to the provisions hereof and to the provisions of the Articles of Incorporation and the Bylaws of TFHA.

Section 2. Enforcement. TFHA, Declarant, Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, fines and charges now or hereafter imposed by the provisions of this Declaration. Failure by TFHA or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

Section 4. Agreements. TFHA shall be and is hereby authorized to enter into such agreements, including without limitation, management contracts, as it may deem necessary or desirable for the administration and operation of the Common Area and the Lots, if appropriate. Each Owner by acquiring a Lot agrees to be bound by the terms and conditions of all such agreements entered into by the Board on behalf of TFHA. A copy of all such agreements shall be made available at the office of TFHA for review by an

Owner; however, any agreement shall provide that the TFHA shall have the right to terminate, without cause, the contract with the manager at any time after a transfer as provided in ARTICLE III, Section 2(b) herein. The right to terminate shall further provide that a penalty would not be paid by TFHA on account of said termination. The manager shall be entitled to a sixty (60) day notice of TFHA's desire to terminate the contract.

Section 5. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind that portion of the Property located within The Farm, and shall inure to the benefit of and be enforceable by TFHA, Declarant, Committee, or any Owner subject to the terms of this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be dissolved at any time upon the vote of one hundred (100%) percent of the Owners. This Declaration may be amended by a vote of the cumulative total of three-fourths (3/4) of the Class A plus Class B member votes. Said written instrument shall be recorded in the Offices of the R.M.C. for Richland County.

Section 6. Waiver. No provision hereof shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 7. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and nonpersonal entities, as well as the singular and plural wherever the context requires or permits.

Section 8. Books and Records. The books, records and papers of TFHA shall at all times, during reasonable business hours, or under other reasonable circumstances, be subject to inspection by any member and by any holder, insurer or guarantor of any first mortgage. The Declaration, the Articles of Incorporation and the Bylaws of TFHA shall be available for inspection by any member at the principal office of TFHA, where copies may be purchased at reasonable costs.

Upon request, any Owner or the holder of any first mortgage on any Lot, shall be entitled to a financial statement showing the statement of operations and the balance sheet of TFHA for the immediately preceding fiscal year.

Section 9. Lender's Notices and Information. Upon written request to TFHA, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the project or any Lot on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer, or guarantor as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by TFHA; or

(d) Any proposed action requiring consent of a specified percentage of eligible mortgage holders.

IN WITNESS WHEREOF, The University Club Land Co., LLC, a South Carolina limited liability company has caused this Supplemental Declaration to be executed this 31st day of December, 1999.

Signed, Sealed and Delivered
In The Presence Of:

THE UNIVERSITY CLUB LAND CO., LLC

By: University Club Group, Inc.
Its: Member

[Signature]
Witness
[Signature]
Witness

[Signature]
By: Paul V. Degenhart
Its: Vice-President

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me Alexander S. Imgrund
who, on oath, says that (s)he saw the within named University Club Land Co., LLC, by and through University Club Group, Inc., its member, by and through Paul V. Degenhart, its Vice-President, sign the within written instrument, and that _he_ with Anne S. Conder witnessed the execution thereof.

[Signature]

SWORN to before me this
31st day of December, 1999.

[Signature]
Notary Public for South Carolina
My Commission Expires: _____

Anne S. Conder
Notary Public for South Carolina
My Commission Expires February 25, 2001

EXHIBIT "A"

All that certain piece parcel or lot of land with improvements thereon, if any, situate, lying and being in the Town of Blythewood, County of Richland, State of South Carolina and shown as Lots 1-42 and infrastructure in Phase I The Farm Subdivision on a plat prepared by Robert H. Lackey Surveying, Inc. dated November 29, 1999 and recorded in the Office of the Register of Deeds for Richland County in Book 371 at page 647 and re-recorded in the Register of Deeds for Richland County in Book 377 at page 274 and beginning at a point near the northwestern intersection of Syrup Mill Road and Ridge Crossing Drive and heading N 47°43'03" E for a distance of 324.81 feet to a point; thence turning and running N 43°20'36"W for a distance of 145.02 feet to a point; thence turning and running N 25°44'46"E for a distance of 336.56 feet to a point; thence turning and running N 06°37'11" W for a distance of 170.75 feet to a point; thence running N 16°07'58" W for a distance of 107.15 feet to a point; thence turning and running N 20°12'04" W for a distance of 532.37 feet to a point; thence turning and running N 23°40'39" E for a distance of 235.38 feet to a point; thence turning and running N 33°22'00" E for a distance of 466.02 feet to a point; thence turning and running N 19°52'16" E for a distance of 540.84 to a point; thence turning and running S 54°59'10" E for a distance of 268.64 feet to a point; thence turning and running S 38°42'47" E for a distance of 335.89 feet to a point; thence turning and running S 59°25'07" E for a distance of 313.61 feet to a point; thence turning and running N 73°41'24" E for a distance of 195 feet to a point; thence turning and running N 83°01'12" E for a distance of 192.60 feet to a point; thence turning and running N 28°40'09" E for a distance of 121.07 feet to a point; thence turning and running N 32°00'24" W for a distance of 126.99 feet to a point; thence turning and running N 31°53'33" W for a distance of 164.79 feet to a point; thence turning and running N 31°56'32" W for a distance of 508.72 feet to a point; thence turning and running N 15°42'31" W for a distance of 569.89 feet to a point; thence turning and running N 56°19'10" E for a distance of 229.12 feet to a point; thence turning and running S 57°01'46" E for a distance of approximately 619.79 feet to a point; thence turning and running S 49°24'04" E for a distance of 301.71 feet to a point; thence turning and running S 29°57'39" E for a distance of 545 feet to a point; thence turning and running S 00°11'18" E for a distance of 543.59 feet to a point; thence turning and running S 22°14'22" W for a distance of 130.40 feet to a point; thence turning and running along a curve bearing N 79°53'52" W with a radius of 525.00 feet for a distance of 222.42 feet to a point; thence turning and running S 87°51'11" W for a distance of 36.74 feet to a point; thence turning and running in a southwesterly heading across the fifty foot (50') right of way of Rolling Ridge Drive to a point labeled C24 on said Plat; thence turning and running S 01°48'50" E for a distance of 222.84 feet to a point; thence turning and running S 82°39'53" W for a distance of 593.03 to a point; thence turning and running S 71°54'47" W for a distance of 1001.75 feet to a point; thence turning and running S 20°12'04" E for a distance of 267.94 to a point; thence turning and running N 75°01'58" E for a distance of 269.22 feet to a point; thence turning and running S 42°34'13" E for a distance of 494.54 to a point; thence turning and running S 39°19'49" W for a distance of 940.07 to a point; thence turning and running S 53°11'35" W for a distance of 316.78 feet to a point; thence turning and running N

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residential real estate\the farm\exhibit a phase 1

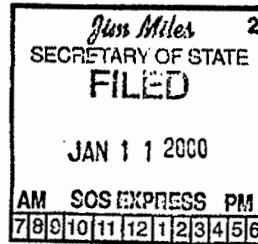
29°00'09" W for a distance of 445.89 feet to a point; thence turning and running S 47°51'04" W for a distance of 125.12 feet to a point; thence turning and running along the right of way of Syrup Mill Road in a Northwesterly direction across the right of way of Ridge Crossing Drive to a point which is the point of beginning. Be all said measurements more or less. Reference is made to said Plat for a more complete and accurate description.

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE.

JAN 11 2000

SECRETARY OF STATE OF SOUTH CAROLINA

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



1. The name of the nonprofit corporation is The Farm Homeowner's Association, Inc.
2. The initial registered office of the nonprofit corporation is 400 Blythewood Road

Blythewood	Richland	S.C.	29016
City,	County,	State,	Zip Code

The name of the registered agent of the nonprofit corporation at that office is William D. Britton
3. Check (a), (b), or (c) whichever is applicable. Check only one box.
 - a. ☐ The nonprofit corporation is a public benefit corporation.
 - b. ☐ The nonprofit corporation is a religious corporation.
 - c. ☒ The nonprofit corporation is a mutual benefit corporation.
4. Check (a) or (b), whichever is applicable:
 - a. ☒ This corporation will have members.
 - b. ☐ This corporation will not have members.
5. The address of the principal office of the nonprofit corporation is 400 Blythewood Road

Blythewood	Richland	S.C.	29016
City,	County,	State,	Zip Code
6. If this nonprofit corporation is either a public benefit or religious corporation (box a. or b. of ¶ 3. is checked), complete either (a) or (b), whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.
 - a. ☐ Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3)* of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the court of common pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.
 - b. ☐ Upon dissolution of the corporation, consistent with law, the remaining assets of the corporation shall be distributed to: _____
7. If the corporation is a mutual benefit corporation (box "c" of ¶ 3. is checked), complete either (a) or (b), whichever is applicable, to describe how the [remaining] assets of the corporation will be distributed upon dissolution of the corporation.
 - a. ☒ Upon dissolution of the mutual benefit corporation the [remaining] assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.
 - b. ☐ Upon dissolution of the mutual benefit corporation the [remaining] assets, consistent with law, shall be distributed to _____
8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See § 33-31-202(c) of the 1976 South Carolina Code, the applicable comments thereto, and the instructions to this form): _____

9. The name and address (with zip code) of each incorporator is as follows (only one is required):

Name	Address (with zip code)
Paul V. Degenhart	3321 Forest Dr., Ste 1, Columbia, SC 29204

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

_____ (only if named in articles)	Signature of director
_____ (only if named in articles)	Signature of director
_____ (only if named in articles)	Signature of director

11. Each incorporator must sign the articles.

Paul V. Degenhart 12/31/99

Signature of incorporator

Paul V. Degenhart, Incorporator

Signature of incorporator

Signature of incorporator

FILING INSTRUCTIONS.

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

Form Approved by South Carolina
Secretary of State Jim Miles
June 1994

Exhibit C

BY-LAWS
OF
THE FARM HOMEOWNERS ASSOCIATION, INC.

ARTICLE I - PURPOSE AND OFFICES

The Farm Homeowner's Association, Inc. (the "Association") is a non-profit mutual benefit corporation formed for the purpose of furthering the interests of the homeowners of The Farm, a subdivision within The University Club in Blythewood, South Carolina. The Association is subject to the Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of The University Club dated May 15, 1998 and recorded on May 20, 1998 at Book 76 and Page 324 in the Office of the R.M.C. for Richland County incorporated herein by reference. The Association shall be governed by the above mentioned Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of The University Club and Supplement III to the Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of The University Club (the "Declaration") and by these Bylaws. Unless otherwise stated herein, all defined terms shall have the meaning given in the Declaration. Any conflicts between these bylaws and the Declaration shall be governed by the Declaration.

The ownership of the corporation shall be by membership. Each lot owner shall be entitled to membership in the Association as defined in the Declaration.

The principal office of the corporation in the State of South Carolina shall be located at 400 Blythewood Road, in the Town of Blythewood, in the County of Richland. The corporation may have such other offices, either within or without the State of incorporation as the board of directors may designate or as the business of the corporation may from time to time require.

ARTICLE II - MEMBERS

1. ANNUAL MEETING.

The annual meeting of the Members shall be held on the 15th day of June in each year, beginning with the year 2001 at the hour 3:00 o'clock p.m., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday or weekend such meeting shall be held on the next succeeding business day.

2. SPECIAL MEETINGS.

Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the directors, and shall be called by the president at the request of the holders of not less than eighty(80) percent of all the outstanding memberships of the corporation entitled to vote at the meeting.

3. PLACE OF MEETING.

The directors may designate any place, either within or without the State unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the directors. A waiver of notice signed by all Members entitled to vote at a meeting may designate any place, either within or without the state unless otherwise prescribed by statute, as the place for holding such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation.

4. NOTICE OF MEETING.

Written or printed notice stating the place, day and the hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten(10) nor more than thirty(30) days before the date of the meeting, either personally or by mail, by or at the direction of the president; or the secretary, or the officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the membership transfer books of the corporation, with postage thereon prepaid.

5. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE.

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or in order to make a determination of Members for any other proper purpose, the directors of the corporation may provide that the membership transfer books shall be closed for a stated period but not to exceed, in any case, three(3) days. If the membership transfer books shall be closed for the purpose of determining Members entitled to notice of or to vote at a meeting of Members, such books shall be closed for at least seven(7) days immediately preceding such meeting. In lieu of closing the membership transfer books, the directors may fix in advance a date as the record date for any such determination of Members, such date in any case to be not more than ten(10) days and, in case of a meeting of Members, not less than thirty(30) days prior to the date on which the particular action requiring such determination of Members is to be taken. If the membership transfer books are not closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, the date on which notice of the meeting is mailed or the date on which the resolution of the directors is adopted, as the case may be, shall be the record date for such determination of

Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this section, such determination shall apply to any adjournment thereof.

6. VOTING LISTS.

The officer or agent having charge of the membership transfer books for memberships of the corporation shall make, at least five(5) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of memberships held by each, which list, for a period of five(5) days prior to such meeting, shall be kept on file at the principal office of the corporation and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The original membership transfer book shall be prima facie evidence as to who are Members entitled to examine such list or transfer books or to vote at the meeting of Members.

7. QUORUM.

At any meeting of Members fifty(50) per cent in total of the outstanding memberships or classes of memberships, as appropriate, of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than said number of the outstanding memberships are represented at a meeting, a majority of the memberships so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

8. PROXIES.

At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting.

9. VOTING.

Each Member shall be entitled to vote in accordance with the terms and provisions of the Declaration and these by-laws. Upon the demand of any Member, the vote for directors and upon any question before the meeting shall be by ballot. All elections for directors and all other questions shall be decided by majority vote of the total of all classes of memberships entitled to vote except as otherwise provided by the Declaration or the laws of this State.

10. ORDER OF BUSINESS.

The order of business at all meetings of the Members, shall be as follows:

1. Roll Call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Reports of Committees.
6. Election of Directors.
7. Unfinished Business.
8. New Business.

11. INFORMAL ACTION BY MEMBERS.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE III - BOARD OF DIRECTORS

1. GENERAL POWERS.

The business and affairs of the corporation shall be managed by its board of directors. The directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation, as they may deem proper, not inconsistent with these by-laws, the Declaration and the laws of this State.

2. NUMBER, TENURE AND QUALIFICATIONS.

The number of directors of the corporation shall be not more than five(5). Each director shall hold office until the next annual meeting of Members or until his successor shall have been elected and qualified.

3. REGULAR MEETINGS.

A regular meeting of the directors, shall be held without other notice than this by-law immediately after and at the same place as, the annual meeting of Members. The directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

4. SPECIAL MEETINGS.

Special meetings of the directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them.

5. NOTICE.

Notice of any special meeting shall be given at least seven(7) days previously thereto by written notice delivered personally, or by telegram or mailed to each director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6. QUORUM.

At any meeting of the directors at least one half of the elected directors shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

7. MANNER OF ACTING.

The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

8. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors occurring in the board for any reason except the removal of directors without cause may be filled by a vote of a majority of the directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the Members. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

9. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by vote of the Members or by action of the board. Directors may be removed without cause only by vote of the Members.

10. RESIGNATION.

A director may resign at any time by giving written notice to the board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

11. COMPENSATION.

No compensation shall be paid to directors, as such, for their services. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Further, directors may be reimbursed for out of pocket expenses incurred to attend meetings of the board.

12. PRESUMPTION OF ASSENT.

A director of the corporation who is present at a meeting of the directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

13. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution, may designate from among its members an executive committee and other committees. Each shall serve at the pleasure of the board.

ARTICLE IV - OFFICERS

1. NUMBER.

The officers of the corporation shall be a President, a Secretary and a Treasurer, each of whom shall be elected by the directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors.

2. ELECTION AND TERM OF OFFICE.

The officers of the corporation to be elected by the directors shall be elected annually at the first meeting of the directors held after each annual meeting of the

Members. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

3. REMOVAL.

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgement the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors for the unexpired portion of the term.

5. CHAIRMAN.

The board shall select a chairman who shall preside at all meetings of the Members and of the directors.

6. PRESIDENT.

The president shall be the principal executive officer of the corporation and, subject to the control of the directors, shall in general supervise and control all of the business and affairs of the corporation. He may sign certificates for memberships of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the directors or by these by-laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the directors from time to time.

7. SECRETARY.

The secretary shall keep the minutes of the Members' and of the directors' meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these by-laws or as required, be custodian of the corporate records and of the seal of the corporation and keep a register of the post office address of each Member which shall be furnished to the secretary by such Member, have general charge of the membership transfer books of the corporation and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the directors.

8. TREASURER.

If required by the directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with these by-laws and in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the directors.

9. SALARIES.

The salaries of the officers shall be fixed from time to time by the directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

A manager of the Association may be hired and paid in accordance with terms approved by the board.

ARTICLE V - CONTRACTS, LOANS CHECKS AND DEPOSITS

1. CONTRACTS.

The directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

2. LOANS.

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.

3. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the directors.

4. DEPOSITS.

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the directors may select.

ARTICLE VI - MEMBERSHIP AND THEIR TRANSFER

1. MEMBERSHIP.

Certificates representing membership of the corporation shall not be issued. The name and address of the Members, the number of membership and date of issue, shall be entered on the membership transfer books of the corporation.

2. TRANSFERS OF MEMBERSHIP.

(a) Upon the sale of a Lot in The University Club, the membership shall be transferred to the new Owner.

ARTICLE VII - FISCAL YEAR

The fiscal year of the corporation shall begin on the 1st day of January in each year and end on the last day of December in each year.

ARTICLE VIII - DIVIDENDS

No dividends will be paid by the Association.

ARTICLE IX - SEAL

The directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the state of incorporation, year of incorporation and the words, 'Corporate Seal'.

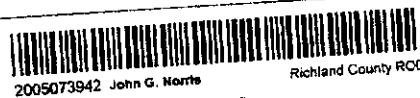
ARTICLE X - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any Member or director of the corporation under the provisions of the articles of incorporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI - AMENDMENTS

These by-laws may be altered, amended or repealed and new by-laws may be adopted by a vote of the Members representing a majority of all the memberships issued and outstanding, at any annual Members' meeting or at any special Members' meeting when the proposed amendment has been set out in the notice of such meeting.

Book 1098-3647
2005073942 09/15/2005 14:52:48.820
Fee: \$121.00 County Tax: \$0.00 State Tax: \$0.00



2005073942 John G. Norris

Richland County ROD

**PORTIONS OF THIS AGREEMENT ARE SUBJECT TO ARBITRATION PURSUANT TO THE
SOUTH CAROLINA UNIFORM ARBITRATION ACT, §15-48-10, S.C. CODE OF LAWS OF 1976,
AS AMENDED.**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,

FOR

COBBLESTONE PARK

Richland County ROD

John G Norris

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

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ARTICLE 1	DEFINITIONS	3
1.1	Definitions	3
ARTICLE 2	THE GENERAL PLAN FOR COBBLESTONE PARK	9
2.1	Plan of Development of The Property	9
(a)	Submission of Property to Covenant to Share Costs	9
2.2	Additions To Property.....	9
(a)	Additions By Declarant	9
(b)	Additions of Other Properties	11
(c)	Additions By Merger	11
2.3	Withdrawal of Property by Declarant	11
2.4	Conveyances Of Common Areas.....	12
2.5	Owner's Interest Subject to Plan of Development	13
ARTICLE 3	PLAN OF DEVELOPMENT OF THE GOLF COURSE LAND	13
3.1	The Adjacent or Nearby Golf Club.....	13
3.2	Clubhouse and Pool Facilities.....	13
ARTICLE 4	DESIGN GUIDELINES; APPROVAL	13
4.1	Purpose.....	13
4.2	Cobblestone Park's Featured Builders.....	14
4.3	Design Review; Development and Construction.....	15
4.4	Guidelines and Procedures.....	15
4.5	Variances.	16
4.6	Limitation of Liability.....	17
4.7	Assignment of Review and Approval Rights.....	17
4.8	Association Succession; Establishment of Design Review Committee.....	17
(a)	Establishment of DRC by the Board.....	17
(b)	Administration of Guidelines.....	17
(c)	Adoption, Amendment and Deletion of Design Guidelines Matters	18
(d)	Liability of DRC Members	18
(e)	Indemnification.....	18
4.9	The Design Guidelines Generally	18
(a)	Interior Improvements	18
(b)	Drainage.....	18
(c)	Other Guidelines and Standards.....	19

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

This Document is not to scale

(d)	Guidance; Final Authority of Declarant and Successor DRC.....	19
(e)	Inspections and Permit and Certificate Issuance.....	19
(f)	Fees and Charges.....	19
4.10	Approval Not a Guarantee.....	19
4.11	Enforcement.....	20
ARTICLE 5	USE RESTRICTIONS.....	20
5.1	Building Restrictions.....	20
(a)	Featured Builder Units.....	20
(b)	Number of Buildings on Lots.....	20
(c)	Completion of Improvements.....	20
(d)	Other Requirement of Residences.....	21
5.2	Trees.....	21
5.3	Alteration of Setback Lines in the Best Interest of Development.....	21
5.4	Use of Residential Units.....	21
(a)	Time Sharing and Vacation Multiple Ownership Plans.....	22
5.5	Antennas.....	22
5.6	Water Wells.....	22
5.7	Clotheslines.....	22
5.8	Propane Gas Tanks.....	22
5.9	Firearms and Fireworks.....	23
5.10	Exclusion of Above Ground Utilities.....	23
5.11	Signs.....	23
5.12	Pets.....	23
5.13	Drainage.....	24
5.14	Artificial Vegetation, Exterior Sculpture and Similar Items.....	24
5.15	Trash Containers.....	24
5.16	Nuisances.....	24
5.17	Motor Vehicles, Trailers, Boats, Etc.....	24
5.18	Mining and Drilling.....	25
5.19	Owner's Landscape Maintenance Between Lot Line and Adjacent Paving.....	25
5.20	Owner's Landscape Maintenance Between Lot Line and Adjacent Golf Course Land.....	25
5.21	Development, Sales and Construction Activities.....	25
5.22	Use of Trademark.....	26

5.23	Owner Recording Additional Restrictions on Property	26
5.24	Owner's Re-subdivision	26
(a)	Consolidation of Lots	26
5.25	Restrictions and Owners' Assumed Risks Related to the Golf Course Land	26
(a)	Distracting Activity Prohibited	26
(b)	Assumed Inconveniences and Disturbances by Owners Adjacent to Golf Course Land	27
(c)	Assumption of Risks by Owners Adjacent to Golf Course	27
5.26	Assignment of Declarant's Rights to the Association	27
5.27	Declarant's Improvements	27
5.28	Other Rights and Reservations	27
ARTICLE 6	PROPERTY RIGHTS	28
6.1	General Rights of Owners	28
6.2	Owner's Easement of Enjoyment	28
(a)	Right Of Association To Borrow Money	28
(b)	Declarant's Reserved Rights and Easements	28
(c)	Association's Rights to Grant and Accept Easements	29
(d)	Association's Rights to Enter Into a Covenant to Share Costs	29
(e)	Association's Rights and Easements	29
(f)	Declarant's Easements for Additional Property	29
6.3	Use and Enjoyment of Lakes	29
(a)	Docks	29
(b)	Fishing and Swimming; Wild Life and Marine Life	30
(c)	Boating Activities	30
(d)	Owner's Landscape Maintenance Between Lot Line and Adjacent Lake or Pond	30
6.4	Access, Ingress and Egress; Private Roadways	30
(a)	Uniform Act Regulating Traffic	31
(b)	Post Sign; Towing	31
(c)	Dedication as Public Roadways	31
(d)	Declarant's Right to Maintain Open Gate	32
6.5	Easements Over Private Roadways	32
(a)	Public and Service Vehicles	32
6.6	Easements for Declarant	32

(a)	Declarant's Easements for Any Additional Property	32
6.7	Changes in Boundaries; Additions to Common Areas	33
6.8	Fire Breaks	33
6.9	Easements for Utilities	33
6.10	Easement for Construction and Installation of Walks, Paths, and Signs	33
(a)	Easement for Use of Any Installed Sidewalk, Walkway or Pathway	34
6.11	Easements for the Association	34
6.12	General Maintenance Easement	34
6.13	Environmental Easement	34
6.14	Construction Setbacks	34
6.15	Party Structure	35
(a)	Applicability	35
(b)	Joint and Equal Obligations of Maintenance, Repair and Replacement	35
(c)	Damage or Destruction Caused By Negligence	36
(d)	Failure to Pay Share of Expenses	36
(e)	Decision Not to Rebuild	36
(f)	Disputes Generally	36
(g)	Adjoining Owners' Easements	36
(h)	Shared Cost Assessments for Joint Structures	37
6.16	Irrigation Wells and Pumps	39
6.17	Easements for the Benefit of the Golf Course Land	39
(a)	Flight and Retrieval of Golf Balls	39
(b)	Golf Play	39
(c)	Overspray	39
(d)	Golf Course Land Maintenance Noise Easement	39
(e)	Errant Golf Balls	40
(f)	Encroachment Easements	40
6.18	Easements Deemed Granted and Reserved	40
6.19	No Partition	40
ARTICLE 7	MEMBERSHIP	40
7.1	Membership	40
7.2	Voting Rights	40
(a)	Type A	41

(b)	Type B.....	41
(c)	Type C.....	41
(d)	Creation of Additional Membership Types	41
(e)	Voting By Multiple Owners	41
7.3	Association Governance by Board.....	41
7.4	Meetings and Membership Voting.....	42
ARTICLE 8	MAINTENANCE.....	42
8.1	Responsibilities of Owners	42
(a)	Holiday Decorations	42
8.2	Association's Responsibility	42
(a)	General.....	42
(b)	Work In Behalf of Owners.....	43
(c)	Work In Behalf of District Association	43
ARTICLE 9	INSURANCE AND CASUALTY LOSSES	44
9.1	Insurance.....	44
(a)	Association's Property Insurance	44
(b)	Association's Liability Insurance	44
(c)	Fidelity Bonds.....	44
(d)	Association's Other Insurance.....	45
(e)	Association's Policies.....	45
(f)	Owner's Insurance.....	46
9.2	Damage or Destruction to Common Areas	46
9.3	Damage or Destruction to Owners' Properties	47
9.4	Damage or Destruction to Common Areas by Owners.....	47
9.5	Damage to an Owner's Lot by Association.....	47
ARTICLE 10	CONDEMNATION	47
10.1	Condemnation of Common Areas	47
(a)	Common Areas With Improvements	47
(b)	Common Areas Without Improvements	48
(c)	Including Owner's Property	48
10.2	Condemnation of Owners' Properties	48
(a)	Election Not To Restore	48
(b)	Election to Restore.....	49

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

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Richland County ROD

John G Norris

ARTICLE 11	FUNCTIONS OF THE ASSOCIATION	49
11.1	Board of Directors and Officers.....	49
11.2	Duties and Powers.....	49
(a)	Ownership of Properties	50
(b)	Services.....	50
11.3	Agreements	51
(a)	Management Agreement.....	52
11.4	Mortgage or Pledge.....	52
11.5	Personal Property and Real Property for Common Use.....	52
11.6	Rules and Regulations.....	52
11.7	Reduction in Services	52
11.8	Obligation of the Association	53
ARTICLE 12	ASSESSMENTS	53
12.1	Purpose of Assessments.....	53
(a)	Assessments Under Covenant to Share Costs.....	53
12.2	Assessments Against The Golf Course Land.....	53
12.3	Creation of Lien and Personal Obligation of Assessments.....	53
12.4	Establishment of Annual Assessment.....	54
(a)	Each Unit's Share of Common Expenses; Assessment Units	54
(b)	Annual Assessments During Deficit Funding Period	55
(c)	Disapproval of Annual Assessments	55
(d)	Special Board Action to Increase.....	55
(e)	Billing of Annual Assessments.....	55
(f)	Rounding.....	55
(g)	For Common Expenses.....	55
12.5	Determination of Default Budget and Default Annual Assessment	56
(a)	Change in Default Amounts Upon Merger or Consolidation	56
12.6	Special Assessments for Improvements and Additions	57
12.7	Special Assessments; Approval by Declarant and Disapproval by Members	57
(a)	Apportionment	57
12.8	Emergency Special Assessments	57
12.9	Declarant's Properties	58

SOLICITORS, 59560, 00005, 101034081.3, Cobblestone Declaration

vi

9/2/05 9:57 AM

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Richland County ROD

John G Norris

(a)	Declarant's Funding Obligation During Deficit Funding Period in Lieu of Annual Assessments.....	58
(b)	Declarant's Funding Obligation During Remainder of Declarant Control Period in Lieu of Annual Assessments.....	58
(c)	Declarant's Reduction of Annual Assessment Payable by Owners	58
(d)	Assignment of Declarant Rights and Obligations Under This Section 12.9.....	58
12.10	Individual Specific Assessments.....	59
12.11	Effect of Nonpayment; Remedies of the Association.....	59
12.12	Certificate.....	59
12.13	Date of Commencement of Assessments.....	60
(a)	Working Capital Collected At Initial Closing	60
(b)	Transfer Fee Due on Conveyance of Unit	60
ARTICLE 13	RULE MAKING	61
13.1	Rules and Regulations.....	61
(a)	Approval of Declarant	62
13.2	Authority and Enforcement.....	62
13.3	Procedure	62
(a)	Demand to Cease and Desist.....	62
(b)	Notice of Hearing.....	63
(c)	Hearing.....	63
ARTICLE 14	ALTERNATIVE DISPUTE RESOLUTION & LITIGATION	63
14.1	Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes.....	63
14.2	Exempt Claims	64
14.3	Mandatory Procedures for Non-Exempt Claims.....	64
14.4	Litigation.....	64
14.5	Miscellaneous Alternative Dispute Resolution Provisions	65
(a)	Conflicting Provisions.	65
(b)	TIME IS OF ESSENCE.....	65
ARTICLE 15	GENERAL PROVISIONS.....	65
15.1	Control of Declarant	65
(a)	Voting Agreement and Proxy	65
(b)	Creation of New Board	66
15.2	Amendments by Declarant.....	66
15.3	Amendments by the Association	66

15.4	Duration	67
15.5	Termination of the Association.....	67
15.6	Perpetuities.....	69
15.7	Interpretation.....	69
15.8	No Affirmative Obligation Unless Stated.....	69
15.9	No Implied Liabilities or Duties	69
15.10	Gender and Grammar.....	69
15.11	Severability	69
15.12	Rights of Third Parties.....	69
15.13	Conflicts With District Declarations.....	70
15.14	Notice of Sale, Lease, or Mortgage	70
15.15	No Trespass.....	70
15.16	Notices	70
15.17	Joinder of First Bank and Trust Company of Illinois	70

Richland County ROD

John G Norris

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

viii

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COBBLESTONE PARK**

**Adopted Hereby
and
Further Amending and Restating**

Declaration and Supplemental Declarations Recorded:

**Richland County, S.C. ROD Book 76, Page 324
Richland County, S.C. ROD Book 275, Page 97
Richland County, S.C. ROD Book 307, Page 1681
Richland County, S.C. ROD Book 307, Page 1705
Richland County, S.C. ROD Book 377, Page 278**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBBLESTONE PARK is made this _____ day of _____, 2005, by Ginn-LA University Club Ltd., LLLP, a Georgia limited liability limited partnership ("Declarant"), and by the below subscribing President of the Cobblestone Park Homeowners Association, Inc. a South Carolina nonprofit corporation, by the below subscribing President of The Neighborhood Homeowners Association, Inc., a South Carolina nonprofit corporation, and by the below subscribing President of High Pointe Homeowners Association, Inc..

BACKGROUND

The University Club Land Co., LLC, a South Carolina limited liability company, herein defined as the "Original University Club Declarant", filed the "Declaration of Covenants, Conditions, Restrictions, Liens and Charges of the University Club" dated May 15, 1998, and recorded at Book 76, Page 324, in the Office of Register of Deeds ("ROD") for Richland County, South Carolina (the "University Club Declaration"), and thereby made certain property in Richland County, South Carolina subject to said covenants, and established therefor a South Carolina nonprofit corporation known as the University Club Homeowners Association, Inc. to oversee the management and maintenance of the Common Areas and Limited Common Areas applicable to the Property under the University Club Declaration (the "University Club Association").

The Original Declarant, by "Supplement I to Declaration of Covenants, Restrictions, Easements, Liens and Charges of the University Club" dated June 10, 1998, and recorded at Book 307, Page 1681, in the ROD, imposed upon a portion of the Property, originally subjected to the University Club Declaration, additional covenants, conditions, restrictions, easements, liens and charges as a distinct area of development known as "Neighborhood," and established therefor a South Carolina nonprofit corporation known as The Neighborhood Homeowners Association, Inc. (the "Neighborhood Association"), to oversee the management and maintenance of the Common Areas and Limited Common Areas applicable to the Neighborhood and the Owners of Lots therein (the "Neighborhood Supplemental Declaration").

The Original Declarant, by "(i) "Supplemental II to Declaration of Covenants, Restrictions, Easements, Liens and Charges of the University Club" dated January 28, 1999 and recorded at Book 275, Page 97, in The ROD and (ii) "Amended Supplement II to Declaration of Covenants, Restrictions, Easements, Liens and Charges of the University Club" dated March 31, 1999, and recorded at Book 307, Page 1705, in the ROD, also imposed upon a portion of the Property, originally subjected to the University Club Declaration, covenants, conditions, restrictions, easements, liens and charges as a distinct area of development known as "High Pointe," and

established therefor a South Carolina nonprofit corporation known as High Pointe Homeowners Association, Inc. (the "High Pointe Association"), to oversee the management and maintenance of the Common Areas and Limited Common Areas applicable to the High Pointe area and the Owners of Lots therein (the "High Pointe Supplemental Declaration").

The Original Declarant, by Supplement IV to the Declaration of Covenants Restrictions, Easements, Liens, and Charges of the University Club dated February 20, 2001 and recorded at Book 486, Page 2917, in the ROD, amended the terms of the University Club Declaration.

The Original Declarant, by "Supplement III to Declaration of Covenants, Restrictions, Easements, Liens and Charges of the University Club" dated December 31, 1999, and recorded at Book 377, Page 278, in the ROD, Book QD, Page 323 in the ROD for Fairfield County, imposed upon a portion of the Property, originally subjected to the University Club Declaration, covenants, conditions, restrictions, easements, liens and charges as a distinct area of development known as "The Farm," and established therefor a South Carolina nonprofit corporation known as The Farm Homeowners Association, Inc. (the "Farm Association"), to oversee the management and maintenance of the Common Areas and Limited Common Areas applicable to The Farm area and the Owners of Lots therein (the "The Farm Supplemental Declaration").

Ginn-LA University Club Ltd., LLLP acquired from the Original Declarant all right, title and interest of the Original Declarant in the Property and in and to the rights and easements reserved by the Original Declarant in the University Club Declaration, the Neighborhood Supplemental Declaration, the High Pointe Supplemental Declaration and The Farm Supplemental Declaration, which run with the Property, and has thereby succeeded to all such rights and easements, and is hereinafter referred to as the "Declarant."

Ginn-LA University Club Ltd., LLLP as the sole Class B Member of the University Club Association, the Neighborhood Association, the High Pointe Association and the Farm Association, and the Class A Members of each such association present and voting at a duly held joint meeting of said associations at which the requisite quorums for each association was present and voting, approved the adoption of the within Declaration of Covenants, Conditions and Restrictions for Cobblestone Park, and merging therewith, and thereby amending and restating entirely, all the terms and conditions of the University Club Declaration, the Neighborhood Declaration, the High Pointe Declaration, and the Farm Declaration (the Declaration of Covenants, Conditions and Restrictions for Cobblestone Park, into which the University Club Declaration, the Neighborhood Declaration, the High Pointe Declaration and the Farm Declaration are merged and thereby amended and restated, being hereinafter referred to as, the "Declaration), and, in furtherance thereof, approved the statutory merger of the University Club Association, the Neighborhood Association, the High Pointe Association and the Farm Association into the Cobblestone Park Homeowners Association, Inc. thereby amending and restating in their entirety the University Club Declaration, Neighborhood Declaration, the High Point Declaration and the Farm Declaration and merging the University Club Association, the Neighborhood Association, the High Pointe Association and the Farm Association (the Cobblestone Park Homeowners Association, as surviving association of such statutory mergers and as further described herein being, the "Association").

NOW THEREFORE, all of the real property and improvements thereon described in Exhibit "A" and any additional property which is hereafter subjected to this Declaration of Covenants, Conditions and Restrictions for Cobblestone Park (collectively, the "Property") shall be held, sold, used and conveyed subject to the following covenants, conditions, restrictions, easements, covenants, liens and charges, which are for the purpose of protecting the value and desirability of and which shall run with the title to the Property. Said covenants, conditions, restrictions, easements, covenants, liens and charges will inure to the benefit of and are binding upon each and every Owner (as hereinafter defined) and his or her respective heirs, representatives, successors,

purchasers, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of a Unit further described herein, or any interest therein, the person or entity to whom the interest is conveyed is deemed to accept and agree to be bound by the provisions of this Declaration and the Bylaws of the Association.

ARTICLE 1

DEFINITIONS.

1.1 Definitions.

When used in this Declaration of Covenants, Conditions and Restrictions for Cobblestone Park, unless the context will prohibit or otherwise require, the following capitalized words will have all the following meanings, and all definitions will be applicable to the singular and plural forms of such terms:

(a) "Additional Property" will mean and refer to any real property, and all improvements thereon, as may be added pursuant to Section 2.2 below.

(b) "Articles of Incorporation" will mean and refer to the Articles of Incorporation of Cobblestone Park Homeowners Association as amended from time to time, filed in the Office of the Secretary of State of the State of South Carolina in accordance with the South Carolina Nonprofit Corporation Act.

(c) "Assessment" will mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.

(d) "Association" will mean and refer to Cobblestone Park Homeowners Association, a South Carolina not-for-profit corporation, its successors and assigns. In exercising any right or easement granted or reserved to it hereunder, such right or easement shall be deemed to extend to its duly authorized directors, officers, agents, employees and contractors.

(e) "Board of Directors" or "Board" will mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(f) "By-Laws of the Association" or "By-Laws" will mean and refer to those By-Laws of Cobblestone Park Homeowners Association attached hereto as Exhibit "B", which govern the administration and operation of the Association, and as the same may be amended from time to time.

(g) "Commercial Unit" will mean and refer to a portion of the Property, whether improved or unimproved, which may be independently owned and conveyed and used for non-residential purposes, including, but not limited to, hotels, retail, office, and other commercial establishments, conference centers, medical centers, visitor attractions, and other commercial facilities, if any. The term will not include Common Areas or the common property of any District Association, nor will it include property dedicated to the public unless otherwise specified in a deed or Supplemental Declaration filed Of Record. In the case of a multi-unit condominium building or development of multiple units under condominium ownership, each unit is deemed to be a separate Commercial Unit. A parcel of land will not be deemed to be a "Commercial Unit" until the time an exact metes and bounds survey thereof has been conducted and a plat thereof has been approved by the governmental authority with jurisdiction thereof and the plat is filed Of Record, and the Declarant, or some other person with the express, written approval of Declarant, has designated said parcel of land a "Commercial Unit" in the Site Plan or in a Supplemental Declaration or District Declaration by use of such words or other words that clearly label said part of the Property as intended for use as something other than residential.

(h) "Common Areas" will mean and refer to any and all real and personal property now or hereafter deeded or leased to, or which is the subject of a use agreement with, the Association, and wherein the property therein described is specifically denominated to be a part of the Common Areas. The Common Areas may include the Association's private roads, streets, road and street shoulders, walkways, sidewalks, leisure trails, bike paths, gazebos, gates, fountains, entry walls, entry areas and features, lighting, signage, and such maintenance and drainage areas and easements located outside of Units, as well as lagoons, and ponds located within the Property that neither the Golf Course Owner nor public authority does not maintain. Common Areas may also include a clubhouse, pools, tennis courts and other recreational facilities designated therefor by the Declarant. The designation of any land and/or improvements as a Common Area will not mean or imply that the public at large acquires any easement of use or enjoyment therein. All Common Areas are to be devoted to and intended for the common use and enjoyment of the Declarant, Owners, and their respective guests, and invitees. The term shall include a District Common Area, as defined below.

(i) "Common Expenses" will mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration for the maintenance, repair and management of the Common Areas, and for the maintenance, repair and management of other property, whether owned by the Association or not and set forth in this Declaration or incorporated herein by a Supplemental Declaration, for which the Association has responsibility.

(j) "Common Responsibility" will mean and refer to the Association's duties and responsibilities for insuring, maintaining, repairing, replacing and managing portions of the Property not otherwise designated a Common Area and over which it has an easement or which is the subject matter of a use or license agreement, or, which, pursuant to a District Declaration, the Association is obligated to undertake such activities for the benefit of the District's Owners, and the Units therein. The Association's duties and responsibilities for insuring, maintaining, repairing, replacing and managing a District Common Area shall constitute a Common Responsibility of the Association; and the Association's duties and responsibilities under any Covenant to Share Costs to which it is a party, including its obligation to collect from each Owner the Owner's share of the shared expenses or fee payable under the Covenant to Share Costs and chargeable to all Owners, shall constitute a Common Responsibility of the Association.

(k) "Covenant to Share Costs" will mean and refer to any agreement entered into by the Association for the sharing, with another association or with one or more entities, of the costs and expenses of any third-party owned property or facility or of any Common Area whose use is shared by such other association or entity.

(l) "CPI-U" will mean the Consumer Price Index for All Urban Consumers (1982-84=100), or, if such index is discontinued or revised, by reference to such other government index or computation with which it is replaced or which would produce substantially the same measure as would be obtained if such index had not been discontinued or revised.

(m) "Declarant" will mean and refer to Ginn-LA University Club Ltd., LLLP, or any successor-in-title to the entire interest of such person with respect to the Property at the time of such transfer to said successor-in-title, or any party designated Of Record to succeed to the rights of Declarant hereunder as to the matters set forth in such writing. In exercising any right or easement granted or reserved to it hereunder, such right or easement shall be deemed to extend to its duly authorized directors, officers, agents, employees and contractors.

(n) "Declarant Control Period" means the time period commencing on the date this Declaration is filed Of Record and ending on the earlier of:

(i) December 31, 2025; or

(ii) Three (3) months after the conveyance by the Declarant, in the ordinary course of business to persons other than a successor Declarant, Units representing ninety-five percent (95%) of the ERUs for the Development; or

(iii) Three (3) months following the date the Declarant terminates the Declarant Control Period by an express amendment to this Declaration executed and filed Of Record by the Declarant.

(o) "Declaration" will mean and refer to this Declaration of Covenants, Conditions and Restrictions for Cobblestone Park, as amended, from time to time, by any Supplemental Declaration filed Of Record.

(p) "Deficit Funding Period" will mean and refer to that period of time commencing with the date this Declaration is placed Of Record and ending upon the sooner to occur of the following: (i) the date upon which fifty percent (50%) of the ERUs for the Development have been conveyed by the Declarant, or (ii) the date that is ten (10) years following the date this Declaration is placed Of Record.

(q) "DRC," which is an acronym for "design review committee," will mean and refer to the board or committee established pursuant to this Declaration to approve exterior and structural improvements, the siting thereof, and the additions, and changes within the Development, and its successor or the assign of the design review and approval authority of this Declaration. In exercising any right or easement granted or reserved to it hereunder, such right or easement shall be deemed to extend to its duly authorized members, officers, agents, employees and contractors.

(r) "Development" will mean and refer to the Property and all improvements located or constructed thereon, and being a part of the overall plan, from time to time existing hereunder, for the real estate development known as "Cobblestone Park."

(s) "Development Unit" will mean and refer to one or more pieces, parcels or tracts of property within the Property owned by the Declarant and held for, or conveyed by the Declarant to third parties under covenants and restrictions which permit or require, the division of any such piece, parcel or tract into smaller land units such as Residential Units or Commercial Units. A parcel of land constituting a portion of the Property will not be deemed to be a "Development Unit" until the time an exact metes and bounds survey of the site has been completed and a plat thereof identifying or designating the property as a "Development Unit" has been approved by the governmental authority with jurisdiction thereof and has been filed Of Record. Alternatively, the Declarant may designate a parcel as a "Development Unit" in its deed to the grantee of the parcel. A parcel or tract of land will lose its designation as a Development Unit upon it becoming, in accordance with the terms and conditions hereof, either a Residential Unit or a Commercial Unit or being subdivided into two or more such Units.

(t) "Development Survey" will mean and refer to each plat or survey of the Property further described on Exhibit "A" hereto, and all modifications, revisions and additions thereto. Further, "Development Survey" will mean and refer to any subdivision plat of the Property placed Of Record in furtherance of the development scheme for Cobblestone Park, as it exists from time to time.

(u) "District" will mean and refer to any portion of the Property, separately developed and identified herein or by Declarant on the Development Survey therefor or in a Supplemental Declaration as a development area comprising one (1) or more development types subject to this Declaration in which Owners of Units therein may have common interests other than those common to all Owners of the Development, such as common theme, entry feature, development name, and/or common areas and facilities that are not available for use by all Owners. For example, and by way of illustration and not limitation, an apartment complex, condominium complex, townhouse development, cluster home development, or single-family detached housing development may, upon Declarant filing a District Declaration therefor, create a separate District where common elements are either owned by the Owners in condominium ownership or by a District Association composed of such Owners, or where Units therein are subject to additional covenants, conditions, restrictions and easements not otherwise applicable to Owners outside of such District. The Declarant may also provide for commercial development or a mixture of commercial and residential development within a District, such as might be found in a traditional neighborhood designed town center with a mixture of ground-floor commercial units with live-work space developed above. At the date hereof, the portion of the Property identified on Exhibit "D", and previously subject to the Neighborhood Declaration and the High Pointe Declaration, shall each be a District; and the Common Areas under the former Neighborhood Declaration and the High Pointe Declaration shall constitute District Common Areas hereunder. The portion of the Property previously subject to the Farm Declaration shall not be a District hereunder.

(v) "District Association" will mean and refer to a corporation or an unincorporated association whose shareholders or members are comprised entirely of Owners of Units within a District.

(w) "District Committee" will mean and refer to a committee of not less than three members nor more than five committee members, as named by the Declarant during the Declarant Control Period, and thereafter by a majority vote of those Members in the District casting a vote by ballot mailed to each of them not less than 20 days prior to the date set for the Board of Directors or the Association's management company to tally the ballots cast. Such a District ballot without a meeting shall be effective only when the number of votes cast by the ballot equals or exceeds the quorum required to be present had the matter been considered at a meeting of Members of the Association and the quorum requirements of Section (c)(iv) of the Bylaws were applied solely to the applicable District Owners. A District Committee shall abide by the procedures and requirements applicable to the Board of Directors set forth in (f) of the Bylaws, however, the term "Director" or "Board" shall refer to the members of the District Committee. A District Committee will be established for a District for which no separate District Association is formed. District Committee members shall be Owners in a District, or an officer, director, employee or agent of an Owner, or an appointee of the Declarant during the Declarant Control Period. A District Committee shall be named for each portion of the Property identified on Exhibit _____, and previously subject to the Neighborhood Declaration and the High Pointe Declaration.

(x) "District Common Area" will mean and refer to any portion of the Common Area which, pursuant to the terms and conditions hereof or of a District Declaration, the Association owns, leases, or otherwise holds possessory or use rights in and for the exclusive use or primary benefit of one (1) or more, but less than all Owners within one or more Districts, as more particularly described in Section 2.2(a)(ii).

(y) "District Declaration" will mean and refer to any instrument or document, and any amendments thereto, which is filed Of Record with respect to any District and which creates a condominium or horizontal property regime for such District, creates a homeowners' association for such District, and/or imposes covenants, conditions, easements, and restrictions with respect to such District.

(z) "ERUs" will mean and refer to the total number of "Equivalent Residential Units" or other common numbering system employed by Declarant to establish maximum density intended for development on all of the Property as set forth in a Supplemental Declaration executed and filed Of Record by the Declarant on or before December 31, 2025, and consistent with the Planned Development District Ordinance of the Town of Blythewood therefor, as amended from time to time (the "PDD") In establishing Type B voting rights appurtenant to ownership of a Commercial Unit, as well as the assigned number of Assessment Units, the Declarant's use of ERUs or similar numbering system shall be independent of any ERU designation under the PDD for zoning density purposes.

(aa) "Golf Course Land" will mean and refer to the land adjacent or in close proximity to the Property that is operated as a golf course facility, with clubhouse, driving range, cart storage area, golf maintenance facility and other facilities ancillary to such golf operations. When used herein, the term "owner of the Golf Course Land" and variants thereof shall mean, collectively, the title owner of such land and any other person leasing and/or operating the golf facilities located thereon, their successors and assigns.

(bb) "Institutional Mortgage" will mean and refer to a Mortgage held by a bank, trust company, insurance company, or other recognized lending institution, or by an institutional or governmental insurer or purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation.

(cc) "Lake" will mean and refer to any portion of the Property shown on a Development Survey as a delineated parcel of real property that contains all or any portion of a lake, pond, lagoon, retention or detention area, or similar body of water.

(dd) "Limited Common Area" will mean and refer to those portions of the Common Area set aside for the exclusive use of some, but not all, Owners of Units.

(ee) "Limited Common Expenses" will mean and refer to Common Expenses of the Association attributable to Limited Common Areas for the exclusive use and benefit of some but not all Owners of Units and incurred by the Association pursuant to the terms and conditions hereof. Limited Common Expenses attributable to a Limited Common Area will be payable prorata by the Owners with exclusive use and benefit thereof as a Specific Assessment. Until a Supplemental Declaration is recorded, ERU's shall refer to the maximum density provided for in the PPD as amended from time to time.

(ff) "Member" will mean and refer to an Owner with appurtenant membership in the Association as defined in Section 7.1.

(gg) "Mortgage" will mean and refer to a mortgage, security deed, deed of trust, installment land sales contract, or other similar security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to a Unit.

(hh) "Mortgagee" will mean and refer to the holder of a Mortgage, its successor and assign.

(ii) "Occupant" will mean and refer to any person, including, without limitation, any Owner, occupying or otherwise using a Unit within the Development, and their respective families, servants, agents, guests, and invitees.

(jj) "Of Record" will mean and refer to the place of filing a writing in the applicable public records, currently being the office of the Register of Deeds for Richland County ("ROD"), as will give legal notice to the world of the matters set forth in the writing so filed.

(kk) "Owner" will mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Unit, its respective heirs, executors, legal representatives, successors, and assigns, excluding, however, those persons having such an interest under a Mortgage. In the event that there is filed Of Record any installment land sales contract covering any Unit, the Owner thereof will be deemed to be the purchaser under the installment sales contract and not the fee simple titleholder. An installment land sales contract will be an instrument whereby the purchaser is required to make payment for such property for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to such property until all such payments are made, although the purchaser is given use thereof.

(ll) "Property" will mean and refer to those pieces, parcels and lots of land described on the Development Survey, together with all improvements thereon, as well as additions thereto pursuant to Section 2.2 below.

(mm) "Referendum" will mean and refer to the vote of Members by mailed ballots on certain actions submitted to the Members by the Board of Directors, as more particularly set forth herein and in the Bylaws.

(nn) "Residential Unit" will mean and refer to a portion of the Property, whether improved or unimproved, which may be independently owned, conveyed and used for residential purposes. The term will refer to the land and the improvements thereon which are a part of the Residential Unit, and is deemed to incorporate both attached and detached residential property. The term will include, by way of illustration and not limitation, a single-family lot and any home constructed thereon, a condominium unit, a townhouse unit, a cluster home or home site, and a patio or zero lot line lot and any home constructed thereon. The term will not include Common Areas, common property or elements of any District Association, or property that is dedicated to the public. In the case of an apartment building or condominium building containing multiple dwelling units each dwelling unit is deemed to be a separate Residential Unit. In the case of an unimproved tract, parcel or lot of land to be subdivided or on which multi-family improvements are to be constructed, the said land will not contain the Residential Units designated therefor until the survey plan creating a condominium building or other structure containing multiple dwellings or a subdivision plat is filed Of Record.

(oo) "Supplemental Declaration" will mean and refer to any amendment to this Declaration filed Of Record, which makes any changes hereto.

(pp) "Unit" will mean and refer to a Development Unit, a Residential Unit or a Commercial Unit. The term, "Unit," when used herein shall have no application to the form of ownership of a Unit by multiple owners, whether or not such ownership interest are called units, including, but not limited to, timeshare units or vacation multiple ownership or leasehold units and whether or not the same are registered with governmental authority with jurisdiction.

ARTICLE 2THE GENERAL PLAN FOR COBBLESTONE PARK2.1 Plan of Development of The Property.

Declarant's development plan is to create a mixture of Residential Units and Commercial Units within the Property, a community development of single-family, multi-family, commercial, civic and recreational uses and benefits. The Declarant's plan for the Property is a vision and contains and will contain only such Residential Units and Commercial Units as are specifically created hereunder and evidenced by the filing of a Supplemental Declaration and/or District Declaration therefor. The Property will also include Common Areas, including recreational facilities as may, but shall not be required to, be developed, and such private roads, utility systems, drainage systems, and other improvements serving the Property and as are, from time to time, denominated as such in this Declaration or by the Declarant on the Development Survey or in any deed, lease, use agreement, Supplemental Declaration or memorandum thereof filed Of Record, and which are installed and existing. All Units within the Development will be and are hereby restricted subject to the standards and restrictions set forth in this Declaration. Without the consent of any person, the Declarant will have the right, but not the obligation, during the Declarant Control Period, to make improvements and changes to all Common Areas, and to all such properties owned by the Declarant, including, without limitation, (A) installation and maintenance of any improvements, (B) changes in the location of the boundaries of any such properties owned by the Declarant, and (C) installation and maintenance of any water, sewer, and other utility systems and facilities.

(a) Submission of Property to Covenant to Share Costs.

The plan of development for the Property includes the ability of the Association to enter into a Covenant to Share Costs. A Covenant to Share Costs may be established to apportion the costs and expenses incurred to insure, maintain, repair, and replace commonly shared properties and facilities, and to discharge common responsibilities under such recorded covenant, between the Association, in behalf of Owners within the Property, and those owning other property in vicinity of the Property with coextensive rights of access and use of such commonly shared properties or facilities. The Association, by its duly appointed President or Vice President following approval by the Board of Directors, shall have the authority and power to subject all portions of the Property, whether or not then owned by it, to a Covenant to Share Costs, and to join in the execution, delivery and recording thereof Of Record, executing same pursuant to its authority herein. Such authority shall, nevertheless, be subject to Declarant's approval during the Declarant Control Period, as provided in Section 6.2(d) below. The Declarant, during the Declarant Control Period, and thereafter the Association, shall amend this Declaration or file a Supplemental Declaration hereto at the time such Covenant to Share Costs is entered into, therein providing specific cross reference between this Declaration and said covenant.

2.2 Additions To Property.

Other property may become subject to this Declaration in the following manner:

(a) Additions By Declarant.

During the Declarant Control Period, the Declarant shall have the right, without further consent of the Association or any Owner to bring within the plan and operation of this Declaration, or to consent thereto, the whole or any portion of any property contiguous or nearly contiguous to the Property, whether or not owned by the Declarant. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this subsection shall be made by filing Of Record a Supplemental Declaration and Development Survey with respect to the land to be added hereto and which shall

extend the operation and effect of the covenants and restrictions of this Declaration thereto, and which, upon filing Of Record of a Supplemental Declaration, shall constitute a part of the Property.

(i) Complementary Covenants.

The Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Declarant to reflect the different character, if any, of the land added hereto, and as are not materially inconsistent with, this Declaration, but such modifications shall have no effect on the Property described in Section 2.1 above.

(ii) Additional Property as a District.

In the event that Declarant submits the Additional Property or any portion or portions thereof to the terms of this Declaration as a District, whether composed of Residential Units or Commercial Units or a mixture of both, the Declarant may establish one or more District Associations for the Districts in order to promote their health, safety, and social welfare, as well as to provide for the maintenance of common elements thereof, provided that such Owners will also be Members of the Association and such Units, and other improvements will be subject to the terms of this Declaration as are imposed by the Supplemental Declaration with respect thereto. Such Districts may be subject to District Declarations which impose covenants and restrictions which are in addition to, but not in derogation or substitution of, those imposed hereby and applicable thereto, and such District Associations may levy additional Assessments and make and enforce supplementary covenants, restrictions, rules, and regulations with respect to such Districts. In the event, the District is submitted to the plan and operation of this declaration and no separate District Association is formed, the Declarant will be deemed to have established a District Committee therefor, even if the Declarant fails to so provide in the Supplemental Declaration.

(A) District Committee Representative.

Each year the District Committee for the designated District shall, by majority vote, designate one of its members as a representative of the District, who shall meet with the Board of Directors concerning the Association's Common Responsibilities undertaken for or in behalf of the District and its Owners, to insure, maintain, replace and manage the District Common Areas and the costs and expenses thereof to be assessed, as further provided in subparagraph (B) below. The Association shall not reduce the level of District Common Area insurance, maintenance, repair, replacement and management, or the Common Responsibilities, to be undertaken pursuant to a Supplemental Declaration, except (A) upon the written approval of the Declarant during the Declarant Control Period, and (B) thereafter, upon the vote of seventy-five percent (75%) or more of the votes of the Members representing the Units in the District, by a duly held Referendum or at a duly held meeting of such Members (which percentage will also constitute the quorum required for any such meeting).

(B) Limited Common Expenses for District Common Areas and Common Responsibilities for the District; Specific Assessment.

The Common Expenses of the Association incurred to insure, maintain, repair, and replace a District Common Area and to undertake the Common Responsibilities for a District, if and as so specified in a Supplemental Declaration, shall be Limited Common Expenses to be shared solely by all Owners of Units in the designated District, to be assessed against each of said Units and the Owners thereof as a Specific Assessment under Section 12.10 of this Declaration, and billed with such frequency as the Board of Directors shall determine.

(iii) Additions by Filing Supplemental Declaration.

The option reserved under this Section 2.2(a) may be exercised by the Declarant only by the execution of a Supplemental Declaration filed Of Record and the filing Of Record of a Development Survey showing the land being added or such portion or portions thereof as are being added to the Development by such amendment, as well as the Units and Common Areas therein. Any such Supplemental Declaration shall expressly submit the added land to all or specific provisions of this Declaration, as may be provided therein, and such other covenants, restrictions, conditions and easements as the Declarant, in its sole discretion, shall determine.

(b) Additions of Other Properties.

Any owner of property (other than the Declarant) may apply to the Declarant (or to the Board of Directors of the Association following expiration of the Declarant Control Period) to have said property made subject hereto and deemed to be Additional Property, or the Declarant may purchase additional properties and (subject to the consent of the Board of Directors of the Association following expiration of the Declarant Control period) subject said purchased property to this Declaration and be deemed to be Additional Property. Upon approval of the Declarant, if required, or by a majority of the Board of Directors of the Association following expiration of the Declarant Control Period, the owner of such Additional Property and the Declarant (or the President or Vice President of the Association following expiration of the Declarant Control Period and approval by the Board) will execute a Supplemental Declaration subjecting said Additional Property to the terms and condition hereof and to such other terms and conditions as are required by the Declarant (or a majority of the Board of Directors of the Association following expiration of the Declarant Control Period), in the exercise of its or their sole discretion, as a condition of such approval. Upon the Supplemental Declaration being Filed of record, the Additional Property described therein shall thereafter be deemed as part of the Property.

(c) Additions By Merger.

Upon merger or consolidation of the Association with another association, following approval by two-thirds (b) of the votes of the Members pursuant to a Referendum therefor or upon approval by two-thirds (b) of the votes of the Members present, in person or by proxy, at a duly held meeting at which a quorum is present, the Association's property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights, and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the existing property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation will affect any revocation, change, or addition to the covenants established by this Declaration within the Property. Lands which become subject to this Declaration under the provisions of this Section 2.2(c) may in the future be referred to as a part of the Property.

2.3 Withdrawal of Property by Declarant.

The Declarant reserves the right to amend this Declaration during the Declarant Control Period for the purpose of removing any portion of the Property from the coverage of this Declaration, provided the withdrawal is not contrary to the overall, uniform scheme of development for the Property. Such amendment will 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 Association will consent to the withdrawal.

2.4 Conveyances Of Common Areas.

All parcels of land shown as Common Areas on the Development Survey or which are identified herein as Common Areas and require a conveyance to vest in the Association ownership and use thereof, will be deeded or an easement will be granted with respect thereto by the Declarant within two (2) years after the Declarant has completed improvements thereon. Upon any such conveyance or grant of easement, if such is required, or upon completion of any improvements thereon or thereto by the Declarant, if earlier, the Association will immediately become responsible for all maintenance, repair and replacements therefor, the operation thereof and such additional construction of improvements as may be authorized by the Board of Directors. For purposes of measuring the foregoing two (2) -year period, any improvements will be deemed completed the later of the date all required certificates or permits of occupancy or use are issued therefor, or the date such improvements may be used in the manner and for the purposes for which they are constructed. It is the purpose of this provision to provide that the Association will be responsible for all maintenance of Common Areas when improvements thereto have been completed, notwithstanding the fact that the Declarant is not obligated to deed or grant an easement for such properties until two (2) years after improvements have been completed thereon. Any such conveyance by the Declarant will be conveyed subject to all restrictive covenants filed Of Record at the time of conveyance:

- (a) The right of access of the Declarant, its successors and assigns, over and across such property; and
- (b) The right of both the Declarant, during the Declarant Control Period, or the Association, after expiration of the Declarant Control Period, and the DRC to approve all structures, construction, repairs, changes in elevation and topography and the location of any object (including vegetation) within the Common Areas prior to the commencement of such activities or location of any object therein;
- (c) All utilities and drainage easements; and
- (d) All of the Declarant's reserved rights set forth in this Declaration.

Notwithstanding anything in the foregoing to the contrary, the Declarant will not be required to so convey the Common Areas where such conveyance would be prohibited under agreements to which the Declarant is a party on the date of establishment of such Common Areas, but, in such case, the Declarant will be allowed to postpone such conveyance, without a penalty, until such time as said prohibition terminates, is released or is nullified.

In consideration of the benefits accruing to the Association and to the Members under this Declaration and in consideration of the covenants and agreements of the Declarant hereunder, the Association hereby agrees to accept title to any property, or to any interest in property, now or hereafter conveyed to it pursuant to the terms and conditions of this Declaration. Upon the due recording of a deed, easement, lease or other instrument or memorandum of conveyance Of Record to the Association, title or such other interest in property conveyed will vest in and to the Association without the necessity of any further act, deed or approval of any person, including the grantor, lessor and/or Association.

Anything contained herein to the contrary notwithstanding, the Declarant may, but shall not be obligated, to delay the conveyance, lease, or use or license agreement with respect to any of the Common Area until, but not later than, the expiration of the Declarant Control Period, if the Declarant determines that the Association will achieve economies of scale with respect to the costs and expenses of maintaining and operating the said Common Area, including the insuring thereof, by the Declarant continuing to carry ownership thereof on

its books and back charging the Association for such costs and expenses commencing the date upon which the improvements necessary for use for the Common Area's intended purpose shall be completed.

2.5 Owner's Interest Subject to Plan of Development.

Every purchaser of a Unit will purchase such property, and every Mortgagee and lienholder of an interest therein will take title, or hold such security interest with respect thereto, subject to the plan of development for Cobblestone Park and this Declaration.

ARTICLE 3

PLAN OF DEVELOPMENT OF THE GOLF COURSE LAND

3.1 The Adjacent or Nearby Golf Club.

All Owners hereby acknowledge that the owner of the Golf Course Land has created a private, recreational membership club, known as the "The University Club Golf Club" (the "Club"), which is not owned by the Declarant or the Association. The Golf Course Land does not constitute Common Areas hereunder. No representations or warranties have been or are made by the Declarant or any other person, including the owner of the Golf Course Land, with regard to the continuing ownership or operation of the Club and its golf facilities as depicted upon any master land use plan, or marketing display or survey of the Golf Course land. No purported representation or warranty, written or oral, in such regard shall ever be effective without an amendment hereto executed or joined into by the Declarant and the then current owner of the Golf Course land.

3.2 Clubhouse and Pool Facilities.

The clubhouse, pool and tennis facilities existing at the Club at the date hereof are owned by the Declarant and leased to the Club. During the term of the lease, the Association shall pay to the Club, pursuant to a Use and Access Agreement, an amount chargeable to each Owner for use of and access to the clubhouse, pool and tennis courts, substantially in accordance with the applicable rights and obligations of an existing social category of membership. Such use and access shall be non-exclusive and shared with non-Owners holding social membership privileges. The charge payable by the Association shall be a Common Responsibility and paid through Annual Assessments.

ARTICLE 4

DESIGN GUIDELINES: APPROVAL

4.1 Purpose.

In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the Development, the Units and all improvements located therein or thereon, including landscaping, grading, excavation, or filling of any nature whatsoever, outside lighting, driveways, mail boxes, decks, patios, courtyards, swimming pools, playhouses, awnings, walls, fences, garages, guest or servants' quarters, or other outbuildings will be subject to prior review and approval and in accordance with design and development guidelines, as well as the form of application and review procedures therefor (the "Design Guidelines") for such improvements or construction or development work which is published, from time to time, and no such improvements of any nature whatsoever will be altered or added to, or maintained upon any part of the Development, except in accordance with such guidelines and approval procedures established therefor. No site work will be undertaken upon a Unit

(including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) nor any structures placed, erected, or installed upon any Unit or adjacent to any Unit where the purpose of the structure is to service the Unit, except in accordance with this Article 3 and upon approval as herein provided unless specifically exempted from the application and approval requirements hereof by specific terms and conditions hereof pursuant to this Declaration or pursuant to a writing signed by the Declarant in recordable form.

4.2 Cobblestone Park's Featured Builders.

With respect only to Units located within portions of the Property other than as described in Exhibit D (singularly, a "Featured Builder Unit" and collectively, the "Featured Builder Units"), all plans and specifications for the construction of a residential dwelling unit or other improvements shall provide evidence that the applicant is utilizing a builder that has been approved by the Declarant and included on the "Featured Builder List" promulgated by Declarant from time-to-time in its sole, absolute, and unfettered discretion, as a condition to the commencement of construction of any improvements to a Featured Builder Unit. Declarant shall provide a list of Featured Builders to all Owners of Featured Builder Units. To qualify as a "Featured Builder", a builder must satisfy certain criteria and requirements established by Declarant. However, the criteria and requirements established by Declarant for a builder to qualify as a Featured Builder are solely for Declarant's protection and benefit and are not intended to, and shall not be construed to, benefit any Owner or any other party whatsoever. Declarant makes no representation, express or implied, to any Owner or any other party whatsoever with regard to the Featured Builders, including, without limitation, the existence, nature and extent (including coverage amounts and deductibles) of insurance policies that may be maintained by the Featured Builders from time to time, the solvency or financial status of the Featured Builders from time to time, the nature and amount of any bonds that may be maintained by the Featured Builders from time to time, the performance (or the ability to perform) by the Featured Builders of their contractual obligations (including any contractual obligations of any of the Featured Builders in favor of any Owner or any other party whatsoever), the compliance by the Featured Builders with building codes and other requirements, rules, laws and ordinances of federal, state and local governmental and quasi-governmental bodies and agencies relating to the construction of Improvements on the Lots and other activities engaged in by the Featured Builders from time to time, the use of any substance or material, including, without limitation, any stucco or synthetic material by the Featured Builders in connection with the construction of Improvements, the compliance by any Featured Builder with any licensing requirements imposed by federal, state and local governmental and quasi-governmental bodies and agencies from time to time, including, without limitation, the maintenance of any required builder's and/or contractor's license, and the failure or alleged failure of any Featured Builder to comply with any industry standard or any other reasonable standard or practice with respect to such Featured Builder's work or materials used in the construction of houses and other activities engaged in by such Featured Builder within Cobblestone Park. Furthermore, neither Declarant, nor the officers, directors, members, employees, agents or affiliates of Declarant, shall have any responsibility whatsoever for any sum that any Owner or any other party may deposit with a Featured Builder, including, without limitation, any earnest money or other deposit that any Owner may deliver to a Featured Builder. The selection of a Featured Builder by an Owner shall be conclusive evidence that such Owner is independently satisfied with regard to any and all concerns such Owner may have about the Featured Builder's work product and/or qualifications. Owners shall not rely on the advice or representations of Declarant or the officers, directors, members, employees, agents or affiliates of Declarant in that regard. The provisions of this subsection shall automatically terminate and be of no force or effect on such date as Declarant no longer owns any Property and no longer has the option to subject Additional Property to the Declaration unless earlier terminated in a written instrument executed by Declarant and recorded in the ROD. Until then, this subsection shall not be amended without the prior written consent of Declarant. Declarant's approval hereunder of any builder as a Featured Builder shall not be construed as approval or certification of the competency of the Featured Builder or adequacy of the improvements built by such

Featured Builder, it being agreed that Owner shall hold Declarant harmless from all claims and liabilities arising from use of a Featured Builder.

4.3 Design Review; Development and Construction.

(a) It is acknowledged that Declarant has a substantial interest in ensuring that the Property and all improvements thereto and thereon enhance the Property and Declarant's unsold Units, and do not impair its ability to market, sell, or lease its said properties. Therefore, no development, land clearing, tree removal, land disturbance or building construction shall be commenced on a Unit unless and until Declarant has given its prior written approval for such activity, which approval may be granted or with-held in the Declarant's sole discretion. Until such time as Declarant no longer owns any Property held for development into additional Units, and no longer holds a Unit for sale by it in the ordinary course of its business, and no longer has the right to add any Additional Property, or upon the earlier written relinquishment by the Declarant, the Declarant shall constitute the sole design and review authority, and may approve plans and submissions or take other actions in the Declarant's own name or in behalf of the Development.

(b) In reviewing and acting upon any request for approval, Declarant or its designee shall be acting solely in Declarant's interest and shall owe no duty to any other person.

(c) Declarant may, in its sole discretion, designate one or more persons from time to time to act on its behalf in reviewing applications hereunder.

(d) The Declarant may establish and charge reasonable fees for review of applications and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant may employ architects, engineers, or other persons as deemed necessary to perform the review. The Declarant may also establish a reasonable, re-fundable deposit as security for the repair of any damaged Common Areas incurred during construction.

4.4 Guidelines and Procedures.

(a) Declarant shall prepare the Design Guidelines, which may contain general provisions applicable to all of the Property, as well as specific provisions, which vary depending upon the type of improvements intended for a Unit. Any such Design Guidelines would be intended to provide guidance to owners and builders regarding matters of particular concern to the Declarant in considering applications. The Design Guidelines are not the exclusive basis for decisions of the Declarant and compliance with the Design Guidelines does not guarantee approval of any application. The Design Guidelines stand on their own and are not to be considered part of this Declaration. Declarant shall have sole and full authority to amend the Design Guidelines as long as it owns any portion of the Property.

(b) Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

(c) No development or construction activities shall commence on a Unit until an application for approval has been submitted to and approved by the Declarant. Such application shall include plans and specifications showing site layout, floor plans, exterior elevations, exterior materials and colors, landscaping,

drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The Declarant may require the submission of such additional information as may be reasonably necessary to consider any application.

(d) In reviewing each submission, the Declarant may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Declarant's de-terminations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. The Declarant shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall not be subject to review so long as made in good faith and in accordance with the procedures set forth herein.

(e) The Declarant shall make a determination on each application within 30 days after receipt of a completed application and all required information. The Declarant may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Declarant shall notify the applicant in writing of the final determination on any application within five days of making its said determination.

(f) In the event that the Declarant fails to respond in a timely manner, Declarant shall be deemed to have given approval. Notice shall be deemed to have been given at the time the envelope containing the response is deposited within the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

(g) If construction does not commence on a project for which plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within twelve (12) months following commencement unless otherwise specified in the notice of approval or unless the Declarant grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, or if it is performed in violation of this Section 2.3(g) or in a manner inconsistent with the approved plans, it shall be considered nonconforming and shall be subject to enforcement action by the Declarant in accordance with subsection (h) following.

(h) Upon written request from the Declarant, an Owner shall, at its sole cost and expense, remove any non-conforming structure or improvement and restore the Unit to substantially the same condition as existed prior to the non-conforming work. Should an Owner fail to remove and restore the Unit as required, the Declarant, or their designees, shall have the right to enter upon the Unit remove the violation, and restore the Unit to substantially the same condition as previously existed. Such action shall not be deemed to be a trespass. Upon demand, the Owner shall reimburse all costs incurred by any of the foregoing in exercising its rights under this Section 2.3(h).

(i) The Declarant may, by written resolution placed in the records of the Association, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

4.5 Variances.

The Declarant may, but shall not be required to, 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, or when design merit warrants such variance. No variance shall (a) be effective unless in writing, (b) be contrary to this Declaration, or (c) preclude the Declarant from denying a variance in other circumstances. For purposes of this Section 4.5, 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.

4.6 Limitation of Liability.

(a) The design standards and procedures are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property; they do not create any duty to any third parties. Review and approval of any application pursuant to this Declaration is made on the basis of aesthetic considerations only, and the Declarant 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.

(b) Declarant shall not be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder, any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees or agents, or any injury damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to a Unit.

4.7 Assignment of Review and Approval Rights.

The Declarant reserves the right to assign its review and approval rights reserved in this Article 4 by filing an Assignment and Assumption Agreement with respect thereto in the ROD.

4.8 Association Succession; Establishment of Design Review Committee.

(a) Establishment of DRC by the Board.

After the termination of the Declarant's right to function alone as the design review and approval authority, as provided in Section 4.3(a) above, without an assignment of the review and approval rights and authority under Section 4.7 above, the Association shall succeed to all review and approval rights reserved in this Article 4 without any further documentation thereof, recorded or unrecorded. The Association may, but shall not be required to, establish a Design Review Committee ("DRC") to administer the architectural and aesthetic approval process. The DRC under this Declaration will consist of not more than five (5) nor less than three (3) members, who need not be Unit Owners, appointed by the Board. The terms of office for each member and other matters of governance to be applicable to the DRC will be established by the Board. Notwithstanding the foregoing to the contrary, any member appointed to the DRC by the Board following assignment of the whole or any portion of DRC functions pursuant to Section 4.7 above is subject to the prior approval of the Declarant until the Declarant no longer owns or has an option or contract right to acquire any of the Property, or the earlier written relinquishment by the Declarant of its authority and power to do so.

(b) Administration of Guidelines.

The DRC is responsible for administering the Design Guidelines, adopted and amended from time to time as hereinafter provided, and for the review and approval process conducted in accordance with the Design Guidelines. The DRC is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the DRC in performing its functions set forth herein. The DRC may establish and charge reasonable fees for review of applications

hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the committees in having any application reviewed by architects, engineers or other professionals, and for having the review process managed by the Association's management company.

(c) Adoption, Amendment and Deletion of Design Guidelines Matters

The DRC shall have no authority to adopt, amend or delete any design criteria set forth in the Design Guidelines, which may only be done by the Board of Directors, with the advice of the DRC.

(d) Liability of DRC Members.

No member of the DRC, or any assignee of rights hereunder, will be liable to any Unit Owner for any decision, action or omission made or performed by the DRC member in the course of his duties unless the member acted in bad faith or in reckless disregard of the rights of any person or of the terms of this Declaration.

(e) Indemnification.

Members of the DRC or successor board exercising rights so assigned are indemnified by the Association or District Association to which the exercised right was assigned.

4.9 The Design Guidelines Generally.

The Declarant will prepare the Design Guidelines, which will apply to all development and construction activities within the Development, except those development and construction activities of the Declarant and the Declarant's contractors and sub-contractors, which shall not be subject to DRC review or the Design Guidelines. The Design Guidelines may contain general provisions applicable to all of the Development, as well as specific provisions which may vary according to District, location therein, unique characteristics, and intended use. Until the termination of the Declarant's right to function alone as the design review and approval authority, as provided in Section 4.3(a) above, the Declarant may amend, modify, supplement and add to the Design Guidelines; and after the Declarant Control Period, such changes may be made solely by the Board of Directors, with the advice of the DRC. Guidelines adopted pursuant to this Section may be amended at any time without notice in the sole discretion of the entity adopting the same.

(a) Interior Improvements.

Generally speaking, the Design Guidelines will not cover interior improvements, which will, generally, not be subject to review and approval by the DRC, unless the review and approval may otherwise be required because the interior improvements are made within an area plainly within view of adjacent properties.

(b) Drainage.

The Design Guidelines may provide that, in connection with the DRC's approval and to prevent excessive drainage or surface water runoff, the DRC may have the right to establish a maximum percentage of property which may be covered by buildings, structures, or other improvements, which guidelines may be promulgated on the basis of topography, percolation rates of the soil, soil types and conditions, vegetation cover, and other environmental factors, or to impose guidelines for the installation of storm water management facilities deemed appropriate to limit or control runoff.

(c) Other Guidelines and Standards.

The Development's Design Guidelines may also provide applicable guidelines (i) prohibiting or restricting the erection and use of temporary structures; (ii) setting permissible times of construction and requirements concerning construction debris; (iii) covering the allowance of and, where allowed, the content, size, style and placement location for, signage; (iv) requiring or encouraging visually screened service yards; (v) establishing exterior lighting design and location criteria; (vi) prohibiting or limiting installation and use of wells; (vii) and setting conditions for property subdivision or consolidation, and for subjecting Development property to further covenants, conditions, restrictions and easements; provided, however, the Declarant's activities may be excepted or exempted from any and all such guidelines. The within listing of possible guidelines is not an exhaustive listing and is intended merely to provide an example of the diversity of guidelines as may be incorporated in the Design Guidelines, and will not act as a limitation upon guidelines and guidelines as may or may not be implemented.

(d) Guidance; Final Authority of Declarant and Successor DRC.

The Design Guidelines are intended to provide guidance, and will not be the exclusive basis for decisions of the Declarant and any successor DRC, and compliance with the Design Guidelines may not guarantee approval of any application. The Declarant and any successor DRC will have the sole discretion to determine whether plans and specifications submitted for approvals are acceptable to it, and the refusal of approval of any plans and specifications may be based by the Declarant and any successor DRC upon any ground which is consistent with the objects and purposes of this Declaration, as may be supplemented by the Design Guidelines, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious. The decision of the Declarant in the exercise of its review and approval authority shall be final. Any Owner that is not satisfied with the determination of any successor DRC shall have the right to appeal the DRC's determination to the Board of Directors, provided a notice of such appeal is given by the Owner to the DRC and the Board of Directors within twenty (20) days following the DRC's determination. The appeal procedure shall be in accordance with such as shall be provided by the Board of Directors or as shall be stipulated in the Design Guidelines.

(e) Inspections and Permit and Certificate Issuance.

The Design Guidelines may also provide procedures for Declarant and any successor DRC inspection of work, for the issuance of a permit to commence work and for the issuance of a certificate following completion thereof, in addition to any such permits and certificates as may be issued by governmental authority with jurisdiction thereof, which may constitute conditions precedent to use or occupancy.

(f) Fees and Charges.

In addition to application fees and charges, the Design Guidelines may provide a schedule of fees, charges, required damage or other deposits, fines for noncompliance, and other amounts due and payable by an Owner as part of the application, review and approval processes, which schedule the Declarant and any successor DRC may increase, modify and amend at any time. All fees, charges and fines provided herein will constitute Specific Assessments and a lien upon the Unit to which the fees and charges relate.

4.10 Approval Not a Guarantee.

No approval of plans and specifications and no publication of Design Guidelines and architectural standards thereunder will be construed as representing or implying that the plans, specifications, or guidelines will, if followed, result in properly designed improvements. Such approvals and guidelines will in no event be

construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Declarant, nor the Association, nor the DRC is responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article 4, or any defects in construction undertaken pursuant to the plans and specifications.

4.11 Enforcement.

There is specifically reserved unto the Declarant and any successor DRC the right of entry and inspection upon any Unit or other portion of the Property for the purpose of determining whether there exists any unapproved improvement or whether any improvement violates the terms of any approval by the DRC or the terms of this Declaration. Except in emergencies, any exercise of the right of entry and inspection by the Declarant and any successor DRC hereunder should be made only upon reasonable notice given to the Owner at least twenty-four (24) hours in advance of such entry. The Association, acting pursuant to the direction of the DRC, is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any improvement, or to remove any unapproved improvements, the prevailing party in such litigation shall be entitled to recover all legal fees and costs incurred in connection therewith.

ARTICLE 5

USE RESTRICTIONS

5.1 Building Restrictions.

Except as may be otherwise set forth in this Declaration, in the Design Guidelines adopted hereunder, in the Development Survey, in any Supplemental Declaration, in any agreement with the Declarant, or by specific deed restriction, the following building restrictions will apply with respect to the properties subject to this Declaration:

(a) Featured Builder Units.

Units located within portions of the Property other than as described in Exhibit D and referred to as Featured Builder Units are subject to the restrictions set forth in Section 4.2 above.

(b) Number of Buildings on Lots.

No structure will be constructed upon an unimproved Unit constituting a single-family lot other than one (1) detached, single-family dwelling and such number of approved accessory buildings, which may include a detached private garage, servant's quarters, guest house or pool house, provided a single structure may incorporate all of said uses and provided such dwelling or accessory building does not overcrowd the Unit and is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building. A guest suite or like facility may be included as part of the main dwelling or accessory building, but said suite may not be rented or leased except as part of the entire premises including the main dwelling.

(c) Completion of Improvements.

The exterior of all dwellings and other structures constructed upon any unimproved Unit constituting a single-family lot must be completed within eighteen (18) months after the construction of same shall have commenced, or such shorter period of time as shall be determined by the DRC to be suitable given the

scope and complexity of the work to be performed; provided, however, a longer period of time may be granted, in the DRC's sole discretion, where completion is impossible or would result in great hardship to the Owner or builder thereof due to strikes, fires, national emergencies or natural calamities. No dwelling under initial construction shall be occupied until construction is completed and all necessary approvals of any governmental authorities have been obtained.

(d) Other Requirement of Residences.

In addition, all residential structures constructed on an unimproved Unit will be designed and constructed in compliance with the requirements of such political subdivision with jurisdiction thereof.

5.2 Trees.

No Owner, other than the Declarant, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four and one-half (4-1/2') feet above the ground level, or other significant vegetation as designated, from time to time, by the DRC, without obtaining the prior approval of the DRC, provided that dead or diseased trees which are inspected and certified as dead or diseased by the DRC or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any property by the Owner thereof. Nothing herein shall be construed so as to limit any applicable law or ordinance.

5.3 Alteration of Setback Lines in the Best Interest of Development.

Where because of size, natural terrain, or any other reason in the opinion of the Declarant, it should be in the best interest of the Development that the setback lines of any Unit should be altered or changed, then the Declarant reserves unto itself, its successors or assigns, and no other, the right to change said setback lines to meet such conditions. The Declarant specifically reserves the right to transfer and assign this right of approval to the DRC hereinafter established.

5.4 Use of Residential Units.

Except as permitted by Section 5.20, each Residential Unit will be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Residential Unit's dwelling as an office by an Owner or Occupant will not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic; provided that in no event will any Residential Unit be used as the office of or storage area for any building contractor, real estate developer or real estate broker, except as may be on a temporary basis, with the express written approval of the Declarant during the Declarant Control Period, and thereafter by the Board of Directors, and in accordance with reasonable rules and regulations promulgated therefor. Nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on an unimproved Residential Unit constituting a single-family lot, or the showing thereof for sale; and nothing herein shall be construed to prevent the Declarant or Featured Builder permitted by the Declarant from erecting, placing or maintaining signs, structures and offices as it may deem necessary for its operation and sales in the Development. Lease or rental of a Residential Unit for residential purposes will also not be considered to be a violation of this covenant so long as the lease (A) is for not less than the entire Residential Unit and all the improvements thereon, and (B) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the Declarant and the Board of Directors. Unless otherwise set forth in a Supplemental Declaration or a District Declaration filed Of Record by the Declarant, which it may establish in its sole discretion, leases or rental agreements will be in writing and will be for a duration of one (1) year or more unless, for good cause shown, the Board permits, in writing, a shorter term, which, nevertheless, shall not be shorter than six (6) months. Upon request, the Owner will provide the Declarant and Board of Directors with

copies of such lease or rental agreement. Any Occupant will in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder.

(a) Time Sharing and Vacation Multiple Ownership Plans.

Unless otherwise set forth in a Supplemental Declaration or a District Declaration filed Of Record by the Declarant, which it may provide in its sole discretion, no part of the Property subject to this Declaration, including any improvements thereon or to be built thereon will be used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27-32-10, et. seq., or any subsequent laws of this State dealing with that or similar type of ownership by a Unit Owner, or which is used for, in conjunction with and/or as an advertised part of any time share exchange program which makes available as accommodations the Unit and which is not otherwise registered as a Vacation Time Sharing Plan or Vacation Multiple Ownership Plan or which utilizes the Unit as accommodations for time share sale prospects of any Person, without the prior written consent of the Declarant, which it may grant or deny in whole, or may grant to some and deny to others, in its sole discretion.

5.5 Antennas.

No television antenna, radio receiver, or other similar device will be attached to or installed on any portion of the Development, except as required by the Telecommunications Act of 1996 and implementing rules therefor issued by the Federal Communications Commission and by the Association in conformity with rules or guidelines of the Federal Communications Commission; provided, however, the Declarant and the Association will not be prohibited from installing upon the Common Areas equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Development. The Declarant's right and easement to install such facilities upon Common Areas shall continue for as long as Declarant owns and operates any of the Property or holds any property for sale and whether or not the Declarant Control period has expired; and shall, furthermore, be liberally construed to include the installation and construction of facilities, services and delivery systems, now existing or as technology shall create in the future.

5.6 Water Wells.

Subject to the terms of Section 6.16, no private water well may be drilled, installed or maintained on any of the Development for irrigation. The DRC may, however, authorize shallow wells for closed-end, geo-thermal residential systems. Furthermore, except for the Declarant and the Association, no Owner shall draw water from any Lake for any purpose whatsoever.

5.7 Clotheslines.

No clotheslines or drying yards shall be located upon the premises so as to be visible from any Common Area or from any adjoining property or Unit.

5.8 Propane Gas Tanks.

Any propane gas tanks shall be either screened from view with screening approved by the Declarant or any successor DRC, or shall be buried underground on a Unit and the lid shielded from the view from any road by plantings or other means approved by the DRC.

5.9 Firearms and Fireworks.

No firearms or fireworks of any variety shall be discharged upon or within any Unit or upon any Common Area. The term "firearms" shall include, without limitation, guns, "B-B" guns and pellet guns. Notwithstanding the foregoing, the Board of Directors may, if allowed by law, contract for a professionally conducted fireworks display.

5.10 Exclusion of Above Ground Utilities.

All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. Provided, however, that the normal service pedestals, etc., used in conjunction with such underground utilities shall be permitted within the Development. Overhead utilities shall be permitted during the construction period and until utility companies can place them underground.

5.11 Signs.

Except as may be required by law or by legal proceedings, no signs or advertising posters of any kind, including, but not limited to, "For Rent," "For Sale," and other similar signs, shall be erected by an Owner, the Association, or any agent, broker, contractor or subcontractor thereof, nor shall any sign or poster be maintained or permitted on any window or on the exterior of any improvements or on any unimproved portion of property located within the Development, without the express written permission of the DRC. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the DRC and may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this Section 5.11 shall not apply to the Declarant or to any person having the prior written approval of the Declarant. In addition, the Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas in accordance with architectural design standards adopted therefor by the DRC and approved by governmental authority with jurisdiction thereof.

5.12 Pets.

Owners may keep dogs, cats or other recognized household pets within or upon their Units, either under verbal control or leashed. The Board of Directors may, in its sole discretion, establish by rule that dogs of a certain breed are potential hazards to the Property and its occupants, such as those known as Pit Bulls, Rotweilers, Dobermans, Chows and German Shepherds, and are deemed not to be normal household pets. The Board of Directors may also establish reasonable rules and regulations (i) to insure that all permitted pets are properly licensed and inoculated for rabies and such other disease for which inoculation is customary for that breed of pet; (ii) that limit the number of such allowed pets; (iii) that prohibit pets from being kept, bred or maintained for any commercial purpose; and (iv) that require the removal of any pet due to its unreasonable disturbance of the peaceful possession and quiet enjoyment of any other portion of the Property. Upon the written request of any Occupant, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 5.12, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right, subject to Section 13.2, to fine any Occupant for the violation of these pet restrictions by such Occupant, and the Occupant shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the Occupant's pet. Any such fine or cost of repair shall be added to and become a part of that portion of any Assessment next coming due to which such Unit and its Owner are subject.

5.13 Drainage.

No Owner shall channel or direct drainage water onto a neighboring Unit, Common Area or onto any Golf Course Land except in accordance with a drainage plan approved by the Declarant, and in the case of drainage onto any Golf Course Land, in accordance with such plan as is approved by the owner of the Golf Course Land. No Owner shall make any change to or modification of the originally established grades, swales and slopes of his or her lot in any way that changes or impedes the originally established flow of storm water drainage.

5.14 Artificial Vegetation, Exterior Sculpture and Similar Items.

No artificial vegetation shall be permitted on the exterior of any portion of the Subdivision. Exterior sculpture, fountains, flags, and similar items are subject to the Declarant's or any successor DRC's prior approval; provided, however, that nothing contained herein shall prohibit the appropriate display of the American flag or the flag of the State of South Carolina, although size and placement restrictions may be imposed and apply thereto.

5.15 Trash Containers.

Trash, rubbish, garbage and other waste shall be kept only in sanitary containers located in an area in the rear of the Unit screened from view with screening approved by Declarant. No trash container at any time shall be placed in the front of any Unit.

5.16 Nuisances.

No rubbish or debris of any kind will be dumped, placed, or permitted to accumulate upon any portion of the Development, nor will any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities will not be carried on in any part of the Development, and the Association and each Owner and Occupant will refrain from any act or use which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the Occupants of other portions of the Development or which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, will be located, used, or placed within the Development, except as may be permitted pursuant to terms, conditions, rules and regulations adopted therefor by the Board of Directors. Any Owner or Occupant who dumps or places any trash or debris upon any portion of the Development will be liable to the Association for the actual costs of removal thereof plus an administrative fee of \$100.00, or such other sum set therefor by the Board as a recoupment of administrative costs in administering the cleanup and notices to the Owner and Occupant, and such sum will be added to and become a part of that portion of any Assessment next becoming due to which such Owner and his property is subject.

5.17 Motor Vehicles, Trailers, Boats, Etc.

Each Owner will provide for parking of automobiles off the streets and roads within the Development. There will be no outside storage or parking upon any portion of the Development of any vehicle with signage or lettering advertising a business, mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks without signage or lettering advertising a business), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized

bicycle, motorized go-cart, or any other related forms of transportation devices, except in a Unit's garage. Any permitted parking of a mobile or motor home within a garage will not be construed as to permit any person to occupy such mobile or motor home, which is strictly prohibited. Furthermore, although not expressly prohibited hereby, the Board of Directors may at any time prohibit or write specific restrictions with respect to the operating of mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, all terrain vehicles (ATVs), and other vehicles, or any of them, upon any portion of the Development if in the opinion of the Board of Directors such prohibition or restriction will be in the best interests of the Development. Such policies may change from time to time with changing technology. The storage of any such vehicles within a garage will be permitted, even if operating the same is prohibited. No Owners or other Occupants of any portion of the Development will repair or restore any vehicle of any kind upon or within a property subject to this Declaration except (A) within enclosed garages, or (B) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

5.18 Mining and Drilling.

No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of the Development, nor shall any oil, natural gas, petroleum, asphalt or hydrocarbon products or materials of any kind be produced or extracted from the premises.

5.19 Owner's Landscape Maintenance Between Lot Line and Adjacent Paving.

Unless the Unit is located within a District in which the Association performs landscaping adjacent to a Unit Owner's yard, an Owner will be responsible for maintaining on a regular basis the landscaping, if any, and ground cover along the right-of-way roadside or sidewalk, as applicable, bordering an Owner's Unit constituting a single-family lot, whether or not such area is a part of the Owner's Unit. Each Owner will perform such maintenance within the unpaved area of right-of-way immediately adjacent to a Unit's lot line, and will be of such quality of maintenance as is required to maintain a Development consistency in appearance and cleanliness. An Owner's responsibility under this Section 5.19 to provide regular maintenance will be fulfilled regardless of whether or not an Owner has constructed improvements upon his unimproved Unit or whether or not the Owner permanently resides in the Development.

5.20 Owner's Landscape Maintenance Between Lot Line and Adjacent Golf Course Land.

Unless the Unit is located within a District in which the Association performs landscaping adjacent to a Unit Owner's yard, an Owner will be responsible for maintaining on a regular basis the landscaping, if any, and ground cover of the Unit bordering the Golf Course Land. Each Owner will first determine, with the advice and consent of the Golf Course Land superintendent, the area between the tees, greens, fairways and out-of-bounds areas maintained by the owner of the Golf Course Land and the Owner's Unit, and the Owner's maintenance thereof will be of such quality of maintenance as is required to maintain a Development consistency in appearance and cleanliness. An Owner's responsibility under this Section 5.20 to provide regular maintenance will be fulfilled regardless of whether or not an Owner has constructed improvements upon his unimproved Unit or whether or not the Owner permanently resides in the Development.

5.21 Development, Sales and Construction Activities.

Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, the Declarant and its agents, employees, successors, and assigns, including any Featured Builder or other approved builder to which the Declarant assigns the rights hereunder and as may be further restricted by the Declarant under any such assignment, are permitted to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the development, completion, improvement, and sale of the whole or any

portion of the Property, including, without limitation, the installation and operation of development, sales and construction trailers and offices, signs and models, provided that the location of any such trailers of any assignees of Declarant's rights under this Section 5.20 are subject to the Declarant's prior written approval. The rights under this Section 5.20 to maintain and carry on such facilities and activities will include specifically the right to use a Unit's dwelling as a model and as offices for the sale or lease of Units and for related activities.

5.22 Use of Trademark.

Each Owner and Occupant, by acceptance of a deed to any lands, tenements or hereditaments within the Development hereby acknowledges that "Cobblestone Park " is a service mark and trademark. Each Owner and Occupant agrees to refrain from misappropriating or infringing these service marks or trademarks.

5.23 Owner Recording Additional Restrictions on Property.

No Owner may impose additional restrictive covenants on any lands within the Property beyond those contained in this Declaration without approval of the Declarant during the Declarant Control Period, and thereafter without consent of the Board of Directors. The Declarant may impose additional restrictive covenants on property then owned by the Declarant without the consent of any other Owner or the Association.

5.24 Owner's Re-subdivision.

No Common Area or Unit will be subdivided, or its boundary lines changed, nor will application for the same be made to any political subdivision with jurisdiction thereof, except with the prior written approval of the Declarant, during the Declarant Control Period, and thereafter except with the prior written approval of the Board of Directors. However, the Declarant reserves the right to so subdivide, and to take such other steps as are reasonably necessary to make the re-platted property suitable and fit as a building site, including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, and Common Areas.

(a) Consolidation of Lots.

The provisions of this Section 5.24 will not prohibit the combining of two (2) or more contiguous Units constituting lots into one (1) larger lot. Following the combining of two (2) or more Units into one (1) larger Unit, as aforesaid, only the exterior boundary lines of the resulting larger Unit will be considered in the interpretation of this Declaration. Consolidation of Units, as described herein, must be approved by the Declarant during the Declarant Control Period, and thereafter by the Board of Directors, said approval to be granted in its respective sole discretion upon the terms and conditions established by it from time to time, including specific provisions for the payment of Assessments. Upon approval of such consolidation, reduction in density under the PDD shall immediately revert to the Declarant and the Owner shall execute such documents and instruments as Declarant shall request to evidence such reversion.

5.25 Restrictions and Owners' Assumed Risks Related to the Golf Course Land.

So long as the Golf Course Land is owned and operated as a golf facility, the following shall apply:

(a) Distracting Activity Prohibited.

Owners and Occupants, as well as their pets, will refrain from any actions that would detract from the playing qualities of the Golf Course Land. Such prohibited actions will include, but are not limited to, burning materials where smoke will cross the Golf Course Lands, owning dogs or other pets under conditions which interfere with golf course play due to their loud barking or other actions, playing of loud radios,

televisions, stereos and musical instruments, running, bicycling, skateboarding, walking or trespassing in any way upon the Golf Course Land, picking up balls or any other similar interference with play.

(b) Assumed Inconveniences and Disturbances by Owners Adjacent to Golf Course Land.

By the acceptance of a deed of conveyance to a Unit located adjacent, or nearly adjacent, to the Golf Course Land, the Owner acknowledges and agrees that such Owner assumes the risks of (a) the entry by golfers onto the Property to retrieve golf balls pursuant to the easement set forth in Section 6.17(a) (which such entry will not be deemed a nuisance or trespass); (b) possible overspray in connection with the irrigation and fertilization of the roughs, fairways, greens and tees of the golf course and odors arising therefrom; (c) noise from golf course maintenance and operation equipment; (d) disturbance and loss of privacy resulting from golf cart traffic and golfers, and (e) activities associated with lake, pond or lagoon and edge maintenance thereof. Additionally, each Owner acknowledges and understands that herbicides, fungicides, pesticides and chemicals may be applied to the golf course areas throughout the year, and that treated effluent or other sources of non-potable water may be used for the irrigation thereof.

(c) Assumption of Risks by Owners Adjacent to Golf Course.

Each Owner and Occupant, for himself and his guests and invitees, acknowledges that risks of injury to persons or property are inherent to persons or property located upon or in close proximity to a golf course, and agrees that Owner or Occupant assumes all risks resulting therefrom, including but not limited to, claims of negligent design of the golf course, dwellings and negligent construction of improvements or location of improvements. Each Owner and Occupant, by expressly assuming such detriments and risks, agrees that neither the Declarant, nor the owner of the Golf Course Land, nor the Association, nor their successors or assigns will be liable to any Owner or Occupant claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, destruction of, or damage to, property, trespass, or any other alleged wrongdoing or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of such Owner's Unit to the Golf Course Land, including, without limitation, any claim arising in whole or in part from the negligence of the Declarant, any affiliate of the Declarant, the owner of the Golf Course Land, the Association, and/or their invitees, agents, servants, successors and assigns, against any and all such claims, including claims of negligent placement of Units in relation to the Golf Course Land.

5.26 Assignment of Declarant's Rights to the Association.

The Declarant reserves the right to assign to the Association, at its sole discretion, its rights reserved in this Declaration, including all rights set forth in this Section 5.26. The Association hereby agrees to accept any and all assignments of rights hereunder, and no further action will be required by it.

5.27 Declarant's Improvements.

No improvements constructed and used by the Declarant nor the conduct of Declarant's business or any other activities of the Declarant are or will be subject to the restrictions set forth in this Article 5.

5.28 Other Rights and Reservations.

THE OMISSION OF ANY RIGHT OR RESERVATION IN THIS ARTICLE WILL NOT LIMIT ANY OTHER RIGHT OR RESERVATION BY THE DECLARANT WHICH IS EXPRESSLY STATED IN OR IMPLIED FROM ANY OTHER PROVISIONS IN THIS DECLARATION.

ARTICLE 6PROPERTY RIGHTS6.1 General Rights of Owners.

Each Unit will for all purposes constitute real property which will be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each Owner will be entitled to the exclusive ownership and possession of his said property, subject to the provisions of this Declaration, including without limitation, the provisions of this Article 6. If any chutes, flues, ducts, conduits, wires, pipes, plumbing, or any other apparatus or facilities for the furnishing of utilities or other services or for the provision of support to any Unit lie partially within and partially outside of the designated boundaries of the Unit, any portions thereof which serve only such property will be deemed to be a part thereof, and any portions thereof which serve more than one such Unit or any portion of the Common Areas will be deemed to be a part of the Common Areas, and may be described in a Supplemental Declaration as a Limited Common Area. The ownership of each property subject to this Declaration will include, and there will pass with each property as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Areas as established hereunder, and the limitations applicable, which will include, but not be limited to, membership in the Association. Each Owner will automatically become a Member of the Association and will remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association will automatically pass to his successor-in-title to his or its property.

6.2 Owner's Easement of Enjoyment.

Subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Owner and Occupant will have a nonexclusive right, privilege, and easement of use and enjoyment in and to the Common Areas, including, but not limited to, easements of access, ingress and egress over and across all private roadways, to the extent so entitled hereunder, such easement to be appurtenant to and to pass and run with title, subject to the rights, restrictions, reservations, covenants, easements and obligations reserved, granted or alienable in accordance with this Declaration, including, but not limited to:

(a) Right Of Association To Borrow Money.

The right of the Board of Directors of the Association to borrow money for the purpose of improving the Development, or any portion thereof, for acquiring additional Common Areas, for constructing, repairing, maintaining or improving any facilities located or to be located within the Development, or for providing the services authorized herein, and, subject to the provisions of Section 11.2, to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association will be subject and subordinate to any and all rights, interest, options, licenses, easements, and privileges herein reserved or established for the benefit of the Declarant, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

(b) Declarant's Reserved Rights and Easements.

The rights and easements specifically reserved to the Declarant in this Declaration.

(c) Association's Rights to Grant and Accept Easements.

The right of the Board of Directors of the Association to grant and accept easements as provided in Section 6.9 and to dedicate or transfer fee simple title to all or any portion of the Common Areas to any public agency or authority, public service district, public or private utility, or other person, provided that any such dedication or transfer of the simple title must be approved by the Declarant during the Declarant Control Period and thereafter for so long as the Declarant owns any of the Property primarily for the purpose of development or sale.

(d) Association's Rights to Enter Into a Covenant to Share Costs.

The right of the Board of Directors of the Association to enter into a Covenant to Share Costs pursuant to which Owners are granted rights of use and access in and to a third-party owned property or facility in exchange for the payment by the Association of a fee or shared expense, which will be added to and a part of the Association's Common Expenses; or pursuant to which any third-party is granted rights or use and access to any Common Area and for which the Association receives a fee or shared expense. An example of a Covenant to Share Costs would be an agreement to share with a third-party the costs and expenses of insuring, maintaining, replacing and repairing a road or shared entry owned by such third-party and over which or through which Owners hereunder are granted non-exclusive easements of use and access. Any such Covenant to Share Costs must be approved by the Declarant during the Declarant Control Period and thereafter for so long as the Declarant owns any of the Property primarily for the purpose of development or sale.

(e) Association's Rights and Easements.

The rights and easements specifically reserved in this Declaration for the benefit of the Association, its directors, officers, agents, and employees.

(f) Declarant's Easements for Additional Property.

The Declarant's right to add Additional Property to this Declaration pursuant to Section 2.2(a) and the rights and easements reserved in Section 6.6(a) hereof for the benefit of the Additional Property so added to this Declaration.

6.3 Use and Enjoyment of Lakes.

Use and Enjoyment of any Lake within the Development shall be subject to the terms and conditions of this Declaration, the terms and conditions of any Supplemental Declaration, and rules and regulations from time to time established by the Board of Directors.

(a) Docks.

Unless allowed by the Declarant pursuant to a Supplemental Declaration, or by a rule or regulation established therefor by the Board of Directors, and with respect to the designated Lake covered thereby, no dock, bulkhead or other improvement shall be made to the boundary of a Lake or extended into any Lake. If any dock or other improvement is permitted, plans therefor shall first be submitted to and approved by the DRC, and must conform to the design standards adopted therefor by the DRC. Either the Declarant or the Association, with the consent of the Declarant during the Declarant Control Period, may, in their respective sole discretions, construct piers and docks for use by Members as Common Areas.

(b) Fishing and Swimming; Wild Life and Marine Life.

Unless allowed by the Declarant pursuant to a Supplemental Declaration, or by a rule or regulation established therefor by the Board of Directors, and with respect to the designated Lake covered thereby, no fishing, swimming, snorkeling, scuba diving, and related activities shall be allowed in any Lake. Except for the Declarant and the Association, no Owner shall introduce any Waterfowl or marine life into a Lake.

(c) Boating Activities.

Unless allowed by the Declarant pursuant to a Supplemental Declaration, or by a rule or regulation established therefor by the Board of Directors, and with respect to the designated Lake covered thereby, no boating, sailing, canoeing, wind surfing, and related activities shall take place on any Lake.

(d) Owner's Landscape Maintenance Between Lot Line and Adjacent Lake or Pond.

Unless the Unit is located within District in which the Association performs landscaping adjacent to a Unit Owner's yard, an Owner of a Unit adjacent to or whose property line extends into a Lake will be responsible for maintaining on a regular basis the waterfront area in a neat and clean condition and in such manner as to prevent erosion of the embankment or any condition or problem that disrupts or interferes with the proper functioning of the Development's storm water management systems and facilities that are a part of such Lake. An Owner's responsibility under this Section 6.3(d) to provide regular maintenance will be fulfilled regardless of whether or not an Owner has constructed improvements upon his unimproved Unit or whether or not the Owner permanently resides in the Development.

6.4 Access, Ingress and Egress; Private Roadways.

All Owners, by accepting title to property conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such property and acknowledge and agree that such access, ingress, and egress will be limited to roads, sidewalks, walkways, and paths located within the Development from time to time, provided that pedestrian and vehicular access to and from all such property will be provided at all times. Subject to the right of the Declarant to dedicate any roadways within the Development pursuant to Section 6.4(c) below, there is reserved unto the Declarant, the Association, and their respective successors and assigns the right and privilege, but not the obligation, to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Development, provided that access to the Property may be granted to any person who gives reasonable evidence satisfactory to entry guards, if there are any, that entry is with the specific permission of the Owner, or his duly authorized agent. Neither the Declarant nor the Association will be responsible, in the exercise of its reasonable judgment, for the granting or denial of access to the Property in accordance with the foregoing.

NEITHER THE DECLARANT NOR THE ASSOCIATION SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF ANY GATE OR CONTROLLED ACCESS TO THE PROPERTY OR SAFETY MEASURES UNDERTAKEN WITH RESPECT THERETO BY EITHER OR BOTH OF THEM, NOR SHALL EITHER OR BOTH BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY FAILURE TO PROVIDE CONTROLLED ACCESS OR SAFETY MEASURES, OR FROM LEAVING ANY GATE OPEN, AS PERMITTED UNDER SECTION 6.4(d) BELOW, OR FROM A FAILURE OR INEFFECTIVENESS OF ANY SUCH CONTROLLED ACCESS OR SAFETY MEASURES UNDERTAKEN BY EITHER OR BOTH OF THEM. NO REPRESENTATION, WARRANTY OR COVENANT IS GIVEN TO ANY OWNER OR OCCUPANT BY EITHER OR BOTH OF THE DECLARANT AND THE ASSOCIATION

THAT ANY CONTROLLED ACCESS OR SAFETY MEASURES INSTALLED OR UNDERTAKEN CANNOT BE BYPASSED OR COMPROMISED, OR THAT THEY WOULD, IN FACT, AVERT DAMAGE OR LOSS RESULTING FROM THAT WHICH THEY ARE DESIGNED TO PREVENT, AND EACH OWNER BY ACCEPTANCE OF A DEED TO A UNIT AND EACH OCCUPANT THEREOF SHALL INDEMNIFY AND HOLD THE DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY DAMAGE AND COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY EITHER OR BOTH OF THEM AS A RESULT OF ANY SUCH ASSERTION OR DETERMINATION.

(a) Uniform Act Regulating Traffic.

In order to provide for safe and effective regulation of traffic, the Declarant reserves the right to file Of Record the appropriate consent documents making the Uniform Act Regulating Traffic on Highways of South Carolina (Chapter V, Title 56 of the Code of Laws of South Carolina, 1976) applicable to all of the private streets and roadways within the Development. Moreover, the Declarant may promulgate from time to time additional parking and traffic regulations, which will supplement the above-mentioned State regulations as it relates to conduct on, over and about the private streets and roadways in the Development. These supplemental regulations will initially include but will not be limited to those set out hereinafter and the Declarant reserves the right to adopt additional regulations or to modify previously promulgated regulations from time to time and to make such adoption or modification effective thirty (30) days after mailing notice of same to the Owners as of January 1 of the year in which such regulations are promulgated.

(b) Post Sign: Towing.

The Declarant, or the Association after title to any private streets and roadways has passed to it from the Declarant, may post "no parking" signs along such private streets and roadways within the Development where it, in its sole discretion, determines it to be appropriate to do so. Violators of said "no parking" signs are subject to having their vehicles towed away and will be required to pay the cost of such towing and storage before their vehicle may be recovered. The act of towing said vehicles will not be deemed a trespass or a violation of the Owners' property rights, because the Owner will be deemed to have consented to such action by accepting the right to use the private roads and streets within the Development.

(c) Dedication as Public Roadways.

During the Declarant Control Period, the Declarant, and thereafter, the Association, shall have the right to dedicate any portion of the roadways within the Development to the State of South Carolina or any political subdivision thereof for the purpose of granting public access thereto and over said roadway and for the purpose of having said political subdivision assume responsibility for maintenance of such roadways. Furthermore, during the Declarant Control Period, the Declarant, and thereafter, the Association, shall have the right to impose upon the Association the requirement of maintaining any such dedicated roadway until such time as the roadway is brought up to standards acceptable to such public body and maintenance thereof is assumed by such public body; provided, however, the Declarant may, in its sole discretion, reserve an easement over any such public roadway to be primarily maintained by such public body for the purpose of doing additional maintenance to said public streets and roads and to maintain landscaping along the unpaved rights-of-way thereof, and thereafter denominate in a Development Survey or Supplemental Declaration that said easement will constitute a Common Area of the Development to be maintained by the Association. The Board of Directors may levy a Special Assessment against all Owners, without the necessity of a vote pursuant to Section 12.7 hereof, in an

amount sufficient to provide funds required to bring any roadway up to standards acceptable to any public body for the assumption by it of maintenance of a said roadway.

(d) Declarant's Right to Maintain Open Gate.

Notwithstanding anything herein contained to the contrary, the Declarant hereby reserves unto itself, its successors and assigns, the right and option to control any gate to the Development and to leave the gate in an open position for the unobstructed and uncontrolled passage of construction vehicles for persons engaged in both infrastructure and building construction activities. The within right, if exercised, will be limited to the hours of 6 a.m. to 6 p.m. and will terminate upon expiration of the Declarant Control Period.

6.5 Easements Over Private Roadways.

(a) Public and Service Vehicles.

Police, fire, water, health and other authorized municipal officials, employees and their vehicles; paramedic, rescue and other emergency personnel and their vehicles and equipment; school bus and U.S. Postal Service delivery drivers and their vehicles; private delivery or courier service personnel and their vehicles; and persons providing garbage collection services within the Development and their vehicles and equipment will each have a perpetual, non-exclusive easement for access, ingress and egress over the private roadways constituting a portion of the Common Areas, solely for the performance of their official duties.

6.6 Easements for Declarant.

During the period that the Declarant owns any of the Property for sale, the Declarant will have an alienable and transferable right and easement on, over, through, under, and across the Common Areas for the purpose of constructing improvements in and to the Units and for installing, maintaining, repairing and replacing other improvements to the Property contemplated by this Declaration or as the Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article 2, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event will Declarant have the obligation to do any of the foregoing.

(a) Declarant's Easements for Any Additional Property.

There is hereby reserved for the Declarant, and its successors, assigns, and successors-in-title to the Additional Property, for the benefit of and as an appurtenance to the Additional Property, when added to this Declaration pursuant to Section 2.2(a), and as a burden upon the then existing Development, perpetual, non-exclusive rights and easements for (A) pedestrian, vehicular, access, ingress, egress, parking over, across, within, and on all private roads, sidewalks, trails, parking facilities, and lagoons, from time to time located within the Common Areas or within easements serving the Common Areas, (B) the installation, maintenance, repair, replacement, and use within the Common Areas, and those portions of properties encumbered pursuant to Section 6.8 for security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water sewer, and master television antenna and/or cable system lines, and (C) drainage and discharge of surface water onto and across the then existing Development, provided that such drainage and discharge shall not materially damage or affect the then existing Development or any improvements located thereon.

6.7 Changes in Boundaries; Additions to Common Areas.

The Declarant expressly reserves the right to change and realign the boundaries of the Common Areas and any Units between such adjacent properties owned by the Declarant, provided that any such change or realignment of boundaries will not materially decrease the acreage of the Common Areas and will be evidenced by a revision of or an addition to the Development Survey which will be filed Of Record.

6.8 Fire Breaks.

During the Declarant Control Period, the Declarant, and thereafter, the Association, shall have a perpetual, alienable and releasable easement and right on and over and under any property to cut fire breaks and other activities which in the opinion of the holder are necessary or desirable to control fires on any property, or any improvements thereon. Entrance upon property pursuant to the provisions of this Section 6.8 will not be deemed a trespass.

6.9 Easements for Utilities.

There is hereby reserved for the benefit of the Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from any public authority or agency, public service district, public or private utility, or other person, upon, over, under, and across (A) and portions of the Property all of the Common Areas in accordance with this Declaration; (B) as shown on the Development Survey; (C) as required by applicable zoning ordinance; (D) as set forth in a Supplemental; and, in the absence of any of the foregoing, those strips of land, ten (10') feet in width, running adjacent to and parallel with a Unit's lot lines. Such an applicable easements shall be for the purposes of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage systems and electrical, gas, telephone, water, and sewer lines. Such easements may be granted or accepted by the Declarant, its successors or assigns, or by the Board of Directors, provided, however, that during the Declarant Control Period and thereafter for as long as the Declarant owns any of the Property primarily for the purpose of development and sale, the Board of Directors must obtain the written approval of the Declarant prior to granting and accepting any such easements. To the extent practical, in the Declarant's sole discretion, all utility lines and facilities serving the Development and located therein will be located underground. By virtue of any such easement and facilities, it will be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Development so encumbered, to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, to cut and remove any trees, bushes, or shrubbery, to grade, excavate, or fill, or to take any other similar action reasonable necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

6.10 Easement for Construction and Installation of Walks, Paths, and Signs.

There is hereby reserved for the benefit of the Declarant and the Association the alienable, transferable, and perpetual right and easement upon, over and across (a) all portions of the Common Areas in which improvements are not constructed or erected, and (b) all areas shown and noted on any Development Survey or described in any Supplemental Declaration for the installation maintenance, and use as recreational bike, pedestrian pathways or trails ("trail system"), as well as for traffic directional signs and related improvements. The trail system shall not interfere with or inhibit the purposes of the Properties.

(a) Easement for Use of Any Installed Sidewalk, Walkway or Pathway.

The Declarant reserves for itself and the Association, a nonexclusive, perpetual easement of ingress, egress, access and use over, across and upon any sidewalk, walkway or path installed upon Development for purposes of pedestrian and bicycle travel from outside of any District and through a District to other portions of such sidewalk, walkway or pathway meandering throughout the Development.

6.11 Easements for the Association.

There is hereby reserved a general right and easement for the benefit of the Association, and to any manager employed by the Association and any employees of such manager, to enter upon any Unit, or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner directly affected thereby.

6.12 General Maintenance Easement.

There is hereby reserved for the benefit of the Declarant and the Association an alienable, transferable, and perpetual right and easement to enter upon any Property subject to this Declaration for the purpose of providing insect and reptile control, mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Development, provided that such easements will not impose any duty or obligation upon the Declarant or the Association to perform any such actions, or to provide garbage or trash removal services. Furthermore, it is hereby reserved for the benefit of the Declarant and the Association an alienable, transferable, and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of a Unit which is located within twenty (20') feet from the water's edge of any lagoon, pond or other body of water within the Development for the purpose of (A) mowing such area and keeping the same clear and free from unsightly growth and trash, (B) maintaining such bodies of water, such maintenance to include, without limitation, the maintenance of reasonable water quality standards, and (C) installing, constructing, repairing, replacing, and maintaining erosion control devices, provided that the foregoing reservation of easements will not be deemed to limit the responsibility therefor by Owners under Section 8.1 hereof. The costs thereof incurred as a result of the action or inaction of any Owner will be paid by such Owner, and until paid will be a continuing lien upon the Owner's Unit.

6.13 Environmental Easement.

There is hereby reserved for the benefit of the Declarant and the Association an alienable, transferable, and perpetual right and easement on, over, and across all unimproved portions of properties subject to this Declaration for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board of Directors, or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides.

6.14 Construction Setbacks.

Construction setbacks within the Development are measured by reference to front, rear and side yard easements shown and noted on the Development Survey or otherwise provided herein. Unless otherwise shown on the Development Survey, rear and front set backs for a Unit constituting a single-family lot shall be as set forth in the applicable zoning ordinance therefor.

6.15 Party Structure.**(a) Applicability.**

This Section shall apply to each wall, fence or driveway built as a part of the construction on Units constituting single-family lots:

- (i) any part of which is built upon or straddling the boundary line between two adjoining Units; or
- (ii) which is built within four feet of the boundary line between adjoining single-family lot Units, has no windows or doors, and is intended to serve as a privacy wall for the benefit of the adjoining Unit; or
- (iii) which otherwise serves and/or separates two adjoining single-family lot Units, regardless of whether constructed wholly within the boundaries of one Unit;

and shall constitute a party wall, party fence, or party driveway, respectively (each herein referred to as "Party Structure"). The Owners of each such Unit (the "Adjoining Owners") shall own that portion of the Party Structure lying within the boundaries of their respective Units 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 Unit.

(b) Joint and Equal Obligations of Maintenance, Repair and Replacement.

In the event of required maintenance, repair as a result of damage, or replacement because of destruction of a Party Structure from any causes, other than the negligence of an Adjoining Owner, the Adjoining Owners of the subject Party Structure shall, at joint and equal expense, maintain, repair and rebuild the Party Structure. Required repair or rebuilding of a damaged or destroyed Party Structure shall be the same size and of the same or similar material and of like quality as the Party Structure initially constructed, situate generally in the original location on the common property line between adjoining single-family lot Units, all pursuant to applicable governmental regulation and permits. Each such Adjoining Owner, their respective heirs, successors, and assigns, shall have the right to the use of the Party Structure so repaired or rebuilt. The Adjoining Owners shall undertake repairs and reconstruction of the Party Structure wherever a condition exists which may result in damage or injury to person or property if repair or reconstruction work is not undertaken. Either Adjoining Owner, upon discovering the possibility of damage or destruction, shall notify the other Adjoining Owner of the nature of the damage, the work required to remedy the situation, and the estimated cost of the repair or reconstruction. The other Adjoining Owner shall then have twenty (20) days from the receipt of the notice either to object to the repairs or reconstruction or to pay such noticed Adjoining Owner's share of the cost of the work. However, in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property), the Adjoining Owner giving such notice may undertake without consent only such work as shall abate the emergency, and the noticed Adjoining Owner shall then have five (5) days from receipt of the notice, which notice shall state with particularity the nature and extent of the existing emergency and the immediate actions taken or to be taken to abate the emergency and what further work, if any, is required for full repair and restoration, after which the noticed Adjoining Owner shall pay its share of the emergency abatement costs, and within the twenty (20) days above provided, shall either object to the further repair or reconstruction work or pay the noticed Adjoining Owner's share of the cost of such further work. The failure of the Adjoining Owner receiving such notice to object in writing to the Adjoining Owner sending such notice within the period of time provided shall be deemed to constitute such noticed Adjoining Owner's acceptance. In the event the Adjoining

Owner receiving such notice objects in writing to such work to be done within the period of time provided, either Adjoining Owner may initiate resolution of such disputed repair or reconstruction pursuant to the terms and conditions of Article 14.

(c) Damage or Destruction Caused By Negligence.

If either Adjoining Owner's negligence, which is deemed to include the negligence of such Adjoining Owner's family, tenant, guest or invitee, shall cause damage to or destruction of the Party Structure, the negligent Adjoining Owner shall bear the entire cost of repair or reconstruction.

(d) Failure to Pay Share of Expenses.

If an Adjoining Owner shall neglect or refuse to pay such Adjoining Owner's share, or all of the cost in the case of negligence, arising from the repair or reconstruction of the Party Structure in accordance with Section 6.15(b), the other Adjoining Owner may, but shall not be required to, undertake such repair or reconstruction and to pay the share of the cost and expense of the Adjoining Owner neglecting or refusing to so pay, which amount thereof shall constitute a "Shared Cost Assessment" collectable in accordance with Section 6.15(h) and subject to lien therein provided.

(e) Decision Not to Rebuild.

Any portion of the Party Structure which is damaged or destroyed must be repaired or replaced promptly by the Owners unless:

(i) Repair or replacement would be illegal under any law, statute or ordinance governing health and safety; or

(ii) The Adjoining Owners agree unanimously, in writing, not to repair and reconstruct the damaged or destroyed Party Structure, and the DRC consent to such decision in writing.

(f) Disputes Generally.

All disputes between the Adjoining Owners shall be resolved pursuant to the provisions of Article 14.

(g) Adjoining Owners' Easements.

(i) Encroachment.

The Declarant hereby reserves and grants a perpetual, nonexclusive easement over each Unit, not exceeding one foot in width, for the benefit of each adjoining Unit and the Common Areas, for the purpose of accommodating any encroachment due to settlement or shifting of improvements, roof overhangs, fences constructed, gutters, or draining of rainwater from roofs, and for the maintenance of said encroachments so long as they shall exist. The rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created if such encroachment occurred due to the willful misconduct of the Owner or Owners claiming the easement, and provided further that any such encroachments shall be required to conform to applicable law.

(ii) Access.

Each Adjoining Owner, and their respective guests, invitees, successors and assigns shall have a non-exclusive, perpetual easement of access, ingress and egress on, over and across any Party Structure designed for access, ingress and egress, such as shared driveways and walkways.

(iii) Maintenance, Repair and Construction Easement.

There shall exist for the benefit of each Adjoining Owner, and their respective guests, invitees, successors and assigns a perpetual easement for access, ingress and egress on, over and across such portions of the other Adjoining Owner's Unit reasonably necessary or desirable for the construction, repair, maintenance and replacement of the Party Structure. With respect to the whole or any portion of a Party Structure located upon an Adjoining Owner's Unit, an Adjoining Owner shall have an encroachment easement upon the other Adjoining Owner's Unit pursuant to Section 6.15(g)(iv). This construction, repair, maintenance and replacement easement shall include the right to temporarily alter, obstruct and/or block off portions of the Party Structure during construction or repair in order to avoid injury to persons or damage to property. However, in every case of alteration, obstruction or blocking, the said Adjoining Owner exercising such right shall provide, if possible, reasonable alternative means of use and access around the affected area to allow access to and the continued use and enjoyment thereof by persons entitled to such use and enjoyment. All such construction, repair, maintenance and replacement shall be undertaken and completed in accordance with applicable governmental regulations and permits therefor.

(iv) Encroachment Easements and Licenses.

There shall exist for the benefit of each Adjoining Owner an exclusive perpetual encroachment easement and license on and across such portions of the Party Structure reasonably necessary or desirable, to perform any maintenance, repair, reconstruction or replacement of the Party Structure, being generally along the common property line between the Adjoining Owner's Units. There shall also exist for the benefit of each Adjoining Owner an encroachment easement and license to physically attach to the Party Structure any portion of its improvements attached in the original construction or required or desirable for support. Such encroachment easements and licenses shall include the right (but not the duty) to install, use, replace and maintain utility lines and facilities under and beneath such properties, including without limitation pipes and lines for water, electricity, telephone and cable television, all subject to the reasonable right of the respective Adjoining Owners to designate the actual location of any such utility easements encumbering their respective Units.

(h) Shared Cost Assessments for Joint Structures.(i) Creation of Lien and Personal Obligation for Shared Cost Assessments.

Each Adjoining Owner hereby covenants to pay its share of the costs and expenses of maintenance, repair and reconstruction of the Party Structure required pursuant to Section 6.15(b). Any such shared cost or expense remaining unpaid following five (5) days written demand therefor shall constitute a "Shared Cost Assessment". Any Shared Cost Assessment remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on the Adjoining Owner's Unit when a claim of lien is filed Of Record. A claim of lien shall set forth the name and address of the Adjoining Owner filing the lien, the name of the delinquent record holder of the adjoining Unit at the time the claim of lien is filed, a description of the Unit and the amount of the lien claimed. Such lien may be enforced by judicial foreclosure by the other Adjoining Owner in the same manner in which mortgages on real property may be foreclosed in the State of South Carolina. In any such foreclosure, the delinquent Adjoining Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees) and such costs and expenses shall be secured by the lien being

foreclosed. The delinquent Adjoining Owner shall also be required to pay any Shared Cost Assessments against the Adjoining Owner's Unit which shall become due during the period of foreclosure, and all such Shared Cost Assessments shall be secured by the lien being foreclosed. The Adjoining Owner holding such lien shall have the right and power to bid in at any foreclosure sale, and to thereafter hold, lease, mortgage, or convey the subject Unit. Each such Shared Cost Assessment, together with such interest, costs and reasonable attorney's fees shall be the personal obligation of the person who was the delinquent Adjoining Owner at the time when the Shared Cost Assessment fell due and also of any subsequent Adjoining Owner of the lien Unit; provided, however, that no Adjoining Owner acquiring title to the lien Unit at a foreclosure sale, or conveyance in lieu of foreclosure, of any mortgage, his successors and assigns, shall have any personal obligation with respect to the portion of any Shared Cost Assessments (together with late charges, interest, fees and costs of collection) related to such Unit, the lien for which is subordinate to the lien of the mortgage being foreclosed, as provided in Section 6.15(h)(iv).

(ii) Assumption of Obligation by Transferee.

The personal obligation of the Adjoining Owner to pay a Shared Cost Assessment shall remain his personal obligation notwithstanding the fact that any successor in title assumes such personal obligation. Furthermore, such prior Adjoining Owner and his successor in title who assumes such liabilities shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Adjoining Owner and his successor in title creating the relationship of principal and surety as between themselves, other than one by virtue of which such prior Adjoining Owner and his successor in title would otherwise be jointly and severally liable to pay such amounts.

(iii) Miscellaneous.

An Adjoining Owner may bring legal action against the defaulting Adjoining Owner personally obligated to pay a Shared Cost Assessment or foreclose its lien against the defaulting Adjoining Owner's Unit or pursue both such courses at the same time or successively. Adjoining Owners are deemed to have, to the fullest extent permitted by law, waived the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained against a defaulting Adjoining Owner in the event of such foreclosure, and further waive all benefits that might accrue to an Adjoining Owner by virtue of any present or future homestead exemption or law exempting a Unit or portion thereof from sale.

(iv) Subordination of the Charges and Liens.

(A) The lien and permanent charge for the Shared Cost Assessments (together with late charges, interest, fees and cost of collection) authorized herein with respect to a Unit is hereby made subordinate to liens and encumbrances (specifically including, but not limited to, a Mortgage on the Unit) recorded before the filing of the claim of lien in the ROD, and (ii) liens for real estate taxes and other governmental assessments and charges against the Unit. Sale or transfer of a Unit shall not affect the lien of the Shared Cost Assessments. However, where the holder of a Mortgage, or other purchaser of a Unit obtains title thereto as a result of foreclosure of a Mortgage, such purchaser and its heirs, successors, and assigns, shall not be liable for the Shared Cost Assessments against such Unit which became due prior to the acquisition of title to such Unit by such purchaser. In the event of co-ownership of the Unit against which the Shared Cost Assessments arises, all of such co-Owners will be jointly and severally liable for the entire amount of such Shared Cost Assessments. Assessments will be paid in such manner and on such dates as may be fixed by the Board of Directors in accordance with Section 12.4(e), provided that unless otherwise provided by the Board, the Annual Assessments will be paid in equal monthly installments.

(B) Such subordination is merely a subordination and shall not relieve the Unit's Adjoining Owner of his personal obligation to pay all Shared Cost Assessments coming due at a time when he is the Adjoining Owner; shall not relieve such Unit from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished by foreclosure or deed in lieu thereof); and no sale or transfer of such Unit to the Mortgagee or to any other person pursuant to a foreclosure sale, or deed in lieu thereof, shall relieve any previous Adjoining Owner from liability for any Shared Cost Assessment coming due before such sale or transfer.

6.16 Irrigation Wells and Pumps.

There is hereby reserved for the benefit of the Association, for the purpose of irrigating any portions of the Development, an alienable, transferable, and perpetual right and easement (a) to pump water from lagoons, ponds, and other bodies of water located within the Development, and (b) to drill, install, locate, maintain, and use wells and pumps within the Common Areas.

6.17 Easements for the Benefit of the Golf Course Land.

(a) Flight and Retrieval of Golf Balls.

The owner of the Golf Course Land and its guests will have, for as long as said land is used as a golf course, a perpetual, exclusive easement of access over the Property for the flight and retrieval of golf balls over, across and upon the Property, and for the purpose of retrieving golf balls from bodies of water within the Common Areas, lying reasonably within range of golf balls hit from the Golf Course Land; provided, however, such easement area shall not extend more than ten (10') feet into the unimproved portions of a Unit adjacent to the Golf Course Land.

(b) Golf Play.

The owner, and its guests, licensees, and employees, of the Golf Course Land will have, for as long as said land is used as a golf course, a perpetual, non-exclusive easement to do every act necessary and incident to playing golf on the Golf Course Land, including, but not limited to, the creation of usual and common noise levels associated with golf play, and the play while standing out of bounds of a golf ball that lies within bounds as permitted by the rules of golf as are from time to time applicable.

(c) Overspray.

The Property is hereby burdened with a nonexclusive easement for overspray of water from the irrigation system serving the Golf Course Land, as well as overspray of herbicides, fungicides and pesticides. Under no circumstances will the Declarant, the owner of the Golf Course Land, or the Association be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

(d) Golf Course Land Maintenance Noise Easement.

There is hereby reserved for the benefit and use of the owner of the Golf Course Land the perpetual, nonexclusive right and easement over and across the Property for the creation of noise related to normal maintenance and operation of the golf course, including, but not limited to, the operation of mowing, raking and spraying equipment.

(e) Errant Golf Balls.

The existence of the within easements shall not relieve golfers of liability for damage caused by errant golf balls as may be applicable under South Carolina law. Under no circumstances, however, shall Declarant, the Association or the owner of the Golf Course Land, nor any of their respective appointees, directors, officers, employees, contractors, consultants, shareholders, affiliates, assignees, successors, nominees or agents, be held liable for any damage or injury to Owner or any guest, invitee or any of Owner's contractors or subcontractors, or any other person or a Unit or any improvement thereon resulting from errant golf balls, whether in motion or at rest, which has been driven from the golf course or its environs.

(f) Encroachment Easements.

If, after any repair, reconstruction, maintenance or other work on the Golf Course Land is complete, minor encroachments exist by the golf course playing area and improvements onto the Property or the Property onto the golf course playing area and improvements, the Association and the owner of the Golf Course Land shall be deemed to have hereby granted to each other easements which shall allow said encroachments to exist, so long as they are not expanded in any way. Further, should any improvement constituting an encroachment ever be abandoned for a period of six (6) months or destroyed, the easement for that particular encroachment shall be terminated. The Association and the owner of the Golf Course Land shall cooperate with each other to locate and accommodate said minor encroachments.

6.18 Easements Deemed Granted and Reserved.

All conveyances of a Unit hereunder, whether by the Declarant or otherwise, will be deemed to have granted and reserved, as the context will require, all easements set forth in this Declaration, including, but not limited to, those set forth in this Article 6.

6.19 No Partition.

There will be no judicial partition of the Development or any part thereof, nor will any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this Declaration.

ARTICLE 7MEMBERSHIP7.1 Membership.

Every Owner, including the Declarant, of a Unit will be a Member of the Association. Ownership of a Unit will be the sole qualification for such membership. In the event that fee title to a Unit is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto will automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate or otherwise affect an Owner's membership in the Association.

7.2 Voting Rights.

The Association will have three (3) types of voting memberships, which are as follows:

(a) Type A.

Type A Members will be Owners (including the Declarant) of Residential Units. A Type A Member will be entitled to one (1) vote for each unimproved Residential Unit owned; and shall be entitled to two (2) votes for each improved Residential Unit. A Residential Unit shall be deemed "improved" upon issuance of a Certificate of Occupancy therefor, and will be determined to be improved or unimproved on the applicable Record Date established under the Bylaws of the Association.

(b) Type B.

Type B Members will be Owners (including the Declarant) of Commercial Units. A Type B Member will be entitled to one (1) vote for each ERU established by the Declarant for the Commercial Unit pursuant to a Supplemental Declaration or District Declaration executed by Declarant and filed Of Record.

(c) Type C.

The Type C Member will be the Declarant or its designated assign. The Type C Member will be entitled to three (3) votes for each vote held by Type A Members and Type B Members, plus one (1) vote during the Declarant Control Period. Thereafter, the Type C Member will exercise votes only as to its Type A Memberships and Type B Memberships.

Payment of Special Assessments or Emergency Special Assessments will not entitle Type A Members or Type B to additional votes. Only those Members in good standing and eligible to vote pursuant to Section (c)(vii) of the Bylaws shall be entitled to cast any vote required or permitted hereunder, and only the votes of Members in good standing and eligible to vote shall be considered in any calculation of votes or any required percentage thereof.

(d) Creation of Additional Membership Types.

The Declarant may create additional types of Members for any Additional Property added to this Declaration pursuant to Section 2.2, and may amend the Articles of Incorporation without the consent, vote or approval of the Members or the Board in order to establish such additional membership categories pursuant to the South Carolina Nonprofit Corporation Act.

(e) Voting By Multiple Owners.

When any Unit of a Type A Member of the Association is owned Of Record in the name of two or more persons, other than husband and wife (either of whose vote will bind both), by an entity, or in any other manner of joint or common ownership, the Owner who is present at said meeting of the Association is entitled to vote on behalf of such Unit. If more than one Owner is present at an Association meeting, the vote for such Unit will be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting; or the vote will be exercised by such co-Owner, or his duly appointed proxy, as will be designated in a writing by all co-Owners filed Of Record, a copy of which will be delivered to the Secretary of the Association and will remain effective for all meetings until revoked by the co-Owners in a similar writing or until such designation terminates pursuant to the terms of such writing.

7.3 Association Governance by Board.

A Board of Directors consisting of three (3) or five (5) members will govern the Association. Initially, during the Declarant Control Period, the Board will consist of three (3) members appointed by the Declarant, and following expiration of the Declarant Control Period, the Board will consist of five (5) members elected as provided in the Bylaws of the Association.

7.4 Meetings and Membership Voting.

Except as otherwise provided in this Declaration, rules and procedures of the Association, including, but not limited to, conducting elections, meetings (both regular and special), and for casting of votes by members, and the number thereof required for quorums and approval or ratification, shall be as set forth in the Bylaws.

ARTICLE 8

MAINTENANCE

8.1 Responsibilities of Owners.

Unless specifically identified herein as the responsibility of the Association, all maintenance and repair of Units, together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within such property will be the responsibility of the Owner thereof. Each Owner will be responsible for maintaining his or its property in a neat, clean, and sanitary condition, and such responsibility will include the maintenance and care of all exterior surfaces of all Unit dwellings, buildings, and other structures and all lawns, trees, shrubs, hedges, grass, and other landscaping. Except as provided in Section 8.2 hereof, each Owner will also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. Such costs and expenses, including reasonable costs and expenses of collection and such fines as may be established by the Association, from time to time, to reimburse the Association for the administrative costs incurred thereby, or otherwise, will be a Specific Assessment under Section 12.10. No Owner will (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Unit dwelling, building or other structure, or the landscaping, grounds, or other improvements within his or its property unless such decoration, change, or alteration is first approved, in writing, by the DRC, or (ii) do any work which, in the reasonable opinion of the Board of Directors, would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the Board of Directors, and the Owners and Mortgagees of property directly affected thereby or benefiting from such easement or hereditament.

(a) Holiday Decorations.

Notwithstanding the above, an Owner may install holiday lighting and decorations without the necessity of obtaining the prior approval of the DRC, provided such lighting and decorations conform to standards and guidelines adopted therefor, which may include, but may not necessarily be limited to, size, color and specific periods of time during which the same may be displayed.

8.2 Association's Responsibility.

(a) General.

Except as may be herein otherwise specifically provided, the Association will maintain and keep in good repair all portions of the Common Areas and any easement area encumbering properties of Owners for which the Association is responsible under this Declaration, including responsibility prior to transfer to the Association in accordance with Section 2.4, or under any Supplemental Declaration, which responsibility will include the maintenance, repair, and replacement of (a) all drainage not under governmental authority and responsibility or under expressly specified care and maintenance of a District Association, (b) all walks, paths, landscaped areas, and other improvements situated within the Common Areas or easements, (c) security systems

and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of its said properties and which are not maintained by a public authority, public service district, public or private utility, or other person, (d) and all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon its said properties or easement areas. The Association will only be responsible for the insuring, maintaining, repairing or replacing of any third-party owned property or facility pursuant to a Covenant to Share Costs. The Association will not be liable for injury or damage to any person or property (i) caused by the elements or by any Owner or any other person, (ii) resulting from any rain or other surface water which may leak or flow from any portion of its properties, or (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor will the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of its properties or any other portion of the Property. No diminution or abatement of Assessments will be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments being a separate and independent covenant on the part of each Owner.

(b) Work In Behalf of Owners.

In the event that the Declarant or the Board of Directors determines that: (A) any Owner or Occupant has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or (B) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner or Occupant, and is not covered or paid for by insurance in whole or in part, then, in either event, the Declarant or the Association, except in the event of an emergency situation, may give such Owner written notice in accordance with Section 15.16 of the Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner will have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15)-day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Declarant or the Association may provide (but will not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner and said cost will be added to and become a part of the Assessment to which such Owner and his property is subject and will become a lien against such property. In the event that the Declarant undertakes such maintenance, cleaning, repair, or replacement, the Association will promptly reimburse the Declarant for the Declarant's costs and expenses.

(c) Work In Behalf of District Association.

In the event that the Declarant or the Board of Directors determines that: (A) any District Association has failed or refused to discharge properly its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or (B) has failed or refused to maintain, clean, repair or replace the common elements of such District Association under its separate District Declaration, in either event, the Declarant or the Association, except in the event of an emergency situation, may give such District Association written notice in accordance with Section 15.16 of the Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of the

Owners within such District for which the District Association is responsible, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, the District Association will have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15)-day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of the District Association to comply with the provisions hereof after such notice, the Declarant or the Association may provide (but will not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of all Owners of such District Association and said cost will be assessed against such Owners as a Specific Assessment under Section 12.10 below, and will become a lien against such Owner's Unit within the District Association. In the event that the Declarant undertakes such maintenance, cleaning, repair, or replacement, the Association will promptly reimburse the Declarant for the Declarant's costs and expenses.

ARTICLE 9

INSURANCE AND CASUALTY LOSSES

9.1 Insurance.

(a) Association's Property Insurance.

The Board of Directors will obtain on behalf of the Association insurance coverage for the Common Areas and, if the Board in its reasonable judgment so determines, any non-owned property under its Common Responsibility, covering the insurable interest of the Association against loss or damage by fire or other casualty. The insurance will be for the full insurable value (based upon current replacement cost) thereof and the insurance premiums are a Common Expense. Such insurance coverage will be written in the name of, losses under such policies will be adjusted by, and the proceeds of such insurance will be payable to, the Association. The insurance coverage will, if possible, provide that the insurance as to the interest of the Association will not be invalidated by any act or neglect of any Owner.

The coverage will contain an endorsement to the effect that said coverage will not be terminated for nonpayment of premiums without at least thirty (30) days prior written notice to the Association. The insurance policies will contain waivers of subrogation with respect to the Declarant, the Board of Directors, its manager, employees and agents, Subordinate Associations and their boards of directors, Owners, Occupants and mortgagees, and, if available, will contain a replacement clause endorsement.

(b) Association's Liability Insurance.

The Board will have the authority to and will obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Association, its Members, its directors and officers, or any of its agents. Such public liability policy will provide such coverages as are determined to be necessary by the Board of Directors.

(c) Fidelity Bonds.

The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds belonging to or administered by the Association, including any professional management company assisting with the administration of the Association. The total amount of the

fidelity bond coverage required will be based upon the best business judgment of the Board of Directors. Fidelity bonds will meet the following requirements: the Association will be named as an obligee; the bonds will contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and the bond will provide that it may not be canceled or substantially modified (including cancellation for nonpayment of a premium) without at least ten (10) days prior written notice to the Association and each Mortgagee listed as a scheduled holder of a first Mortgage in the fidelity bond.

(d) Association's Other Insurance.

The Board will have the authority and may obtain (A) workers' compensation insurance to the extent necessary to comply with any applicable laws and (B) other types and amounts of insurance as may be determined by the Board to be necessary or desirable, including, but not limited to, fidelity and directors' and officers' liability coverage.

(e) Association's Policies.

All such insurance coverage obtained by the Board of Directors will be written in the name of the Association as trustee for each of the Owners to the extent of his insurable interest and costs of all such coverage will be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Development will be vested in the Board of Directors; provided, however, that no Mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law, the Association will be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

(i) All policies will be written with a company licensed to do business in South Carolina holding a rating of A+ in a financial category of 10, or a better rating and financial category, as established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or the best possible rating.

(ii) All property insurance policies will be for the benefit of the Owners and their Mortgagees as their interests may appear.

(iii) All policies will contain a waiver of the insurer's right to cancel without first giving thirty (30) days' prior written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.

(iv) In no event will the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies will contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or their Mortgagees.

(v) All policies will contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners, Occupants, the Association's manager and any Owner or member of the Owner's household.

(vi) All policies will contain a provision that no policy may be cancelled, invalidated, or suspended on account of the conduct of one or more of the individual Owners or Occupants on account of the

acts of any director, officer, employee, or agent of the Association or of its manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(vii) All liability insurance will contain cross-liability endorsements to cover liability of the Association to an individual Owner.

(viii) All policies will contain a provision that no act or omission by an Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under the policy.

(ix) All policies will contain a provision that the insurer issue certificates or memoranda of insurance to the Association and, upon written request, to any lot owner, mortgagee, or beneficiary under a deed of trust; provided further, however, the insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the association, each lot owner, and each mortgagee or beneficiary under a deed of trust to whom certificates or memoranda of insurance have been issued at their respective last known addresses.

(f) Owner's Insurance.

It will be the individual responsibility of each Owner at his own expense and election to provide public liability, property damage, title, and other insurance with respect to his or its own Unit. The Board of Directors may require all Owners to carry public liability and property damage insurance with respect to their respective properties and to furnish copies or certificates thereof to the Association.

9.2 Damage or Destruction to Common Areas.

Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent will proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board will obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section 9.2, means repairing or restoring the damaged property substantially to the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Areas, Declarant, for so long as Declarant owns any of the Property primarily for development or sale, and the Board acting on the vote of seventy-five percent (75%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members (which percentage will also constitute the quorum required for any such meeting), will otherwise agree, the Association will restore or replace such damaged improvements. If any insurance proceeds for such damage or destruction are not sufficient to defray the cost thereof, including any amount attributable to Association's insurance deductible, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a Special Assessment against all Owners, without the necessity of a vote pursuant to Section 12.7 hereof, such Special Assessment to be in an amount sufficient to provide funds to pay such excess cost or repair or reconstruction. Such a Special Assessment will be levied against the Owners equally in the same manner as Annual Assessments are levied, and additional Special Assessments may be made at any time during or following the completion of any repair or reconstruction. Any proceeds remaining after defraying such costs will be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid will not be repaired or reconstructed, such proceeds will be retained by and for the benefit of the Association,

and the ruins of the Common Areas damaged or destroyed by fire or other casualty will be cleared and the Common Areas left in a clean, orderly, safe, and sightly condition.

9.3 Damage or Destruction to Owners' Properties.

In the event of damage or destruction by fire or other casualty to any property subject to this Declaration, or the improvements thereon, and in the further event that the Owner responsible for the repair and replacement of such property elects not to repair or rebuild, such Owner will promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such property in a clean, orderly, safe, and sightly condition. Should such Owner elect to repair or rebuild such property or other improvements thereon, such Owner will repair or rebuild substantially to the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provision of this Declaration (including, without limitation, the procedures and design guidelines under Article 4) and all applicable zoning, subdivision, building, and other governmental regulations. All such work or repair or construction will be commenced promptly following such damage or destruction and will be carried through diligently to conclusion.

9.4 Damage or Destruction to Common Areas by Owners.

If an Owner is responsible for damage inflicted on any Common Area, the Association may direct such Owner to repair such damage, or the Association may itself cause the repairs to be made and recover the amount from the Owner.

9.5 Damage to an Owner's Lot by Association.

If damage is inflicted on any Unit by an agent of the Association in the scope of the agent's activities as such agent, the Association is liable to repair such damage or to reimburse the Owner for the cost of repairing such damages. The Association shall also be liable for any losses to the Owner.

ARTICLE 10

CONDEMNATION

10.1 Condemnation of Common Areas.

Whenever all or any part of the Common Areas of the Development will be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the affirmative vote of seventy-five percent (75%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members, which percentage will also constitute the quorum required for any such meeting, and following written approval by the Declarant for so long as the Declarant owns any of the Property primarily for development or sale, the award or proceeds made or collected for such taking or sale in lieu thereof will be payable to the Association and will be disbursed or held as follows:

(a) Common Areas With Improvements.

If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, for so long as the Declarant owns any of the Property primarily for development or sale, and the Board, acting on the vote of seventy-five percent (75%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members (which percentage will also constitute the quorum required for any such meeting), will otherwise agree, the Association will restore or replace such improvements so taken, to the extent practicable, on

the remaining lands included in the Common Areas which are available therefore, in accordance with the plans approved by the Board of Directors, the DRC, and by Declarant during the Declarant Control Period. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a Special Assessment against all Owners, without the necessity of a vote pursuant to Section 12.6, such Special Assessment to be in an amount sufficient to provide funds to pay such excess cost or repair or reconstruction. Such a Special Assessment will be levied against the Owners equally in the same manner as Annual Assessments are levied, and additional Special Assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds will be retained by and for the benefit of the Association.

(b) Common Areas Without Improvements.

If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds will be retained by and for the benefit of the Association.

(c) Including Owner's Property.

If the taking or sale in lieu thereof includes all or any part of an Owner's property and also includes any part of the Common Areas, then a court of competent jurisdiction will apportion such award or proceeds and such award or proceeds will be disbursed to the Association and the Owners so affected so as to give just compensation to the Owners for their interest in such property; provided, however, such apportionment may instead be resolved by the agreement of (A) the Board of Directors, (B) the Owners of all properties wholly or partially taken or sold, together with the Mortgagees for each such property, and (C) the Declarant, for so long as the Declarant owns any of the Property primarily for development or sale.

10.2 Condemnation of Owners' Properties.

(a) Election Not To Restore.

In the event that all or any part of a property subject to this Declaration, or any improvements thereon is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner thereof elects not to restore the remainder of such property, then the Owner making such election will promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and will leave such property and any remaining undamaged improvements thereon in a clean, orderly, safe, and sightly condition. In addition, if the size or configuration of such property remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provision of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations, then such Owner will have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean, orderly, safe, and sightly condition referred to above, of deeding the remaining portion of the property to the Association as a part of the Common Areas, and thereafter any such Owner will not have any further voting rights or membership rights or privileges in the Association or with respect to the Development and will not be subject to any further Assessments imposed by the Association and payable after the date of such deeding and attributable to such property deeded to the Association.

(b) Election to Restore.

In the event that any part of a property subject to this Declaration, or any improvements thereon, is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner thereof elects to restore the remainder of the property, such Owner making such election will restore such remainder thereof as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations. All such work of restoration will be commenced promptly following such taking or conveyance and will be carried through diligently to conclusion.

ARTICLE 11

FUNCTIONS OF THE ASSOCIATION

11.1 Board of Directors and Officers.

The Association, subject to the rights of the Declarant and the rights and duties of the Owners set forth in this Declaration, will be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and will keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions thereof. Except to the extent otherwise required by the provisions of the Nonprofit Corporation Act, this Declaration, the Bylaws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association shall be exercised by the Board of Directors, acting through the officers of the Association and their duly authorized delegates, without any further consent or action on the part of the Owners. As provided in Section 15.1 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Development, Declarant will have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association during the Declarant Control Period. Each Owner, by acceptance of a deed to or other conveyance of a Unit vests in Declarant such authority to appoint and remove directors and officers of the Association as provided by this Section 11.1 and by Section 15.1 hereof.

11.2 Duties and Powers.

The duties and powers of the Association will be those set forth in the provision of the Nonprofit Corporation Act, the Bylaws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided; however, that if there are conflicts or inconsistencies between the Nonprofit Corporation Act, this Declaration, the Bylaws, or the Articles of Incorporation, the provisions of the Nonprofit Corporation Act, this Declaration, the Articles of Incorporation, and the Bylaws, in that order, will prevail, and each Owner of a property within the Development, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, together with every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Association will include, but will not be limited to, the power to purchase one or more properties subject to this Declaration and to hold, lease, mortgage, sell, and convey the same. Such duties may include, but will not be limited to, arranging with governmental agencies, public service districts, public or private utilities, or others, as a Common Expense or by billing directly to the Owners, to furnish trash collections, water, sewer, and/or security service for the properties subject to this Declaration. Notwithstanding the foregoing provision of this Section 11.2 or any other provision of this Declaration to the contrary, during the Declarant Control Period the Association will

not, without the written approval of the Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.

(a) Ownership of Properties.

The Association will be authorized to own, purchase, lease, use under any use agreement, and maintain (subject to the requirements of any Federal, State or local governing body of South Carolina) Common Areas, equipment, furnishings, and improvements devoted to the uses and purposes expressed and implied in this Declaration, including, but not limited to, the following uses:

- (i) For park areas, walks, paths or trails throughout the Property;
- (ii) For security services, including security stations, maintenance building and/or guardhouses;
- (iii) For providing any of the services which the Association is authorized to offer under Section 11.2(b) below; and
- (iv) For purposes set out in deeds or agreements by which Common Areas are conveyed or by which use rights are granted to the Association.

(b) Services.

The Association will be authorized (unless prohibited by the requirements of any Federal, State or local governing body) to provide such services required to promote the uses and purposes for which the Association is formed as expressed or implied in this Declaration, including, but not limited to, the following services:

- (i) Cleanup and maintenance of all Common Area private roads, roadways, road shoulders, roadway medians, parkways, Lakes, drainage areas and easements outside of the Units, and also all public properties which are located within or in a reasonable proximity to the Property such that their deterioration would affect the appearance of the Property as a whole;
- (ii) Landscaping of Common Areas and walking paths within or constituting a Common Area;
- (iii) Lighting throughout the Common Area;
- (iv) Maintenance of any installed electronic and other access and control devices for the protection of the Property, if any such devices are ever installed, and assistance to the local police and sheriff departments in the apprehension and prosecution of persons who violate the laws of South Carolina within the Property;
- (v) Insect and pest control to the Common Area to the extent that it is necessary or desirable in the judgment of the Board of Directors to supplement the service provided by the state and local governments;
- (vi) The services necessary or desirable in the judgment of the Board of Directors to carry out the Association's obligations and business under the terms of this Declaration and to collect Annual

Assessments, Special Assessments, Emergency Special Assessments, Specific Assessments, and other fees and charges collectable from the Owners hereunder;

(vii) To take any and all actions necessary to enforce these and all covenants and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property;

(viii) To set up and operate a design review committee in the event that the Association is assigned the whole or any portion of the function of the DRC by the Declarant;

(ix) To construct improvements on Common Areas for use for any of the purposes or as may be required to provide the services as authorized in this Section;

(x) To provide administrative services including but not limited to legal, accounting and financial; and communications services informing Members of activities, notice of Meetings, Referendums, etc., incident to the above listed services;

(xi) To provide liability and hazard insurance covering improvements and activities on Common Areas;

(xii) To provide water, sewage, and any necessary utility services not provided by a public body, private utility or the Declarant;

(xiii) To provide any or all of the above listed services to another Association or Owners of real property under a contract, the terms of which must be approved by the Board of Directors; and

(xiv) To provide for hearings and appeal process for violations of rules and regulations.

11.3 Agreements.

Subject to the prior approval of the Declarant during the Declarant Control Period, all agreements and determinations lawfully authorized by the Board of Directors will be binding upon the Association and all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Development or the privilege of possession and enjoyment of any part of the Development will comply with and be subject to the authorized actions of the Board of Directors. In performing its responsibilities hereunder, the Board of Directors, will have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association will deem necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager will be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board of Directors, exercise all of the powers and will be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers, or Members of the Association by this Declaration or the By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board of Directors will determine, and may be bonded in such a manner as the Board of Directors may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board of

Directors may hire and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration, the By-Laws, or the rules and regulations of the Association.

(a) Management Agreement.

During the Declarant Control Period, the Declarant or an affiliate may be employed as the manager of the Association and the Development, with the option on the part of the Declarant or its affiliate to renew such employment for three (3) successive one-year terms from and after the termination of the Declarant Control Period. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, will be deemed to ratify such management agreement.

11.4 Mortgage or Pledge.

Subject to the provisions of Section 6.2(a), the Board of Directors will have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans will be used by the Association in performing its authorized functions. The Declarant may make loans to the Association, subject to approval by the Declarant of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid. Notwithstanding anything in this Declaration to the contrary, the Association will not be allowed to reduce the limits of the regular Annual Assessment at any time there are outstanding any amounts due the Declarant as repayment of any loans made by the Declarant to the Association.

11.5 Personal Property and Real Property for Common Use.

The Board of Directors may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, will be held by and for the benefit of the Association. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Unit also transfers the membership in the Association which is an appurtenance to such Unit.

11.6 Rules and Regulations.

As provided in Article 13 hereof, the Board of Directors, may make, amend, revoke and enforce reasonable rules and regulations governing the use of the Units and Common Areas, which rules and regulations will be consistent with the rights and duties established by this Declaration.

11.7 Reduction in Services.

During the calendar years of 2004 and 2005, and during the first two years when any Additional Property may be added to this Declaration, the Board of Directors will define and list a minimum level of services that will be furnished by the Association. So long as the Declarant is engaged in the development of properties, which are subject to the terms of this Declaration, the Association will not reduce the level of services it furnishes below such minimum level. Such minimum level of service will expressly include an obligation of the Association to maintain the Common Areas and pay the costs and expenses set forth in any lease or use agreement therefor.

11.8 Obligation of the Association.

The Association will not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article except as specified in Section 11.7 above. The functions and services to be carried out or offered by the Association at any particular time will be determined by the Board of Directors taking into consideration the funds available to the Association and the needs of the Members of the Association. Special Assessments will be submitted for approval as herein provided. Subject to the provisions of Section 11.7 above, the functions and services which the Association is authorized to carry out or to provide may be added or reduced at any time upon the sole approval of the Declarant during the Declarant Control Period, and thereafter, the functions and services which the Association is authorized to carry out or to provide may be added or reduced by the Board acting on the vote of fifty-one percent (51%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members (which percentage will also constitute the quorum required for any such meeting).

ARTICLE 12

ASSESSMENTS

12.1 Purpose of Assessments.

The Annual Assessments for Common Expenses provided for herein will be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of the Development, and maintaining the Development and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors.

(a) Assessments Under Covenant to Share Costs.

The Annual Assessments may also include, and there shall be added to the billing therefor if not otherwise reflected in the budget of the Association, the amount chargeable to each Owner as a shared expense or fee pursuant to a Covenant to Share Costs to which the Association is a party.

12.2 Assessments Against The Golf Course Land.

The Golf Course Land is not part of the Property to which this declaration is subject, and even though in close proximity to the Property, neither the owner of the Golf Course Land nor any of its property is subject to assessment hereunder or under any declaration or similar document creating any District Association within the Property.

12.3 Creation of Lien and Personal Obligation of Assessments.

Each Owner, by acceptance of a deed or other conveyance thereof, whether or not it will be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (A) Annual Assessments, such Assessments to be established and collected as provided in Section 12.4, (B) Special Assessments, such Assessments to be established and collected as provided in Section 12.6, (C) Emergency Special Assessments, such Assessments to be established and collected as provided in Section 12.8 and (D) Individual or Specific Assessments pursuant to Section 12.10. Any such Assessments remaining unpaid for thirty (30) days, together with late charges, simple interest at a rate established from time to time by the Board of Directors, and court costs and attorneys' fees incurred to enforce or collect such Assessments, will be an equitable charge and a continuing lien upon the property of the Owner thereof who is responsible for payment. Each Owner will be personally liable for Assessments, coming due while he is the Owner of a property, and his grantee

will take title to such property subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor; provided, however, the lien for unpaid Assessments will be subordinate to the lien of any unpaid taxes and any Institutional Mortgage or Mortgage held by the Declarant. Sale or transfer of any Unit will not affect the lien of the Assessments; however, the sale or transfer of any Unit, which is subject to any Institutional Mortgage or Mortgage of the Declarant, pursuant to a decree of foreclosure, will extinguish the lien of the Assessments as to payment thereof which became due prior to such sale or transfer. In the event of co-ownership of any property subject to this Declaration, all of such co-Owners will be jointly and severally liable for the entire amount of such Assessments. Assessments will be paid in such manner and on such dates as may be fixed by the Board of Directors in accordance with Section 12.4(e), provided that unless otherwise provided by the Board, the Annual Assessments will be paid in equal monthly installments. To the extent any subordinated lien and permanent charge for any Assessment is extinguished by foreclosure of any Institutional Mortgage or Mortgage of the Declarant, then the amount or amounts otherwise secured thereby which cannot otherwise be collected will be deemed a Common Expense collectible from all Owners, including the person who acquires title through the foreclosure sale.

12.4 Establishment of Annual Assessment.

The Declarant will prepare an initial budget of the Association within ninety (90) days following the date this Declaration of Covenants, Conditions and Restrictions for Cobblestone Park is filed Of Record, and a copy thereof will be made available to any owner upon written request. It will be the duty of the Board of Directors at least sixty (60) days prior to the first day of the Association's fiscal year following fiscal year in which Declarant established the initial budget, and each fiscal year thereafter, to prepare a budget covering the estimated Common Expenses during the coming year, including any fee, cost or expense pursuant to a Covenant to Share Costs chargeable to the Association on behalf of all Owners, such budget to include a reserve account, if necessary, for the capital needs of the Association. In calculating the budget, the Board shall have the power to either reduce the budgeted expenses for the fiscal year being budgeted or to set aside such surplus in such operating and/or capital reserve account as the Board, in its sole discretion, shall determine. Notwithstanding the foregoing, during the "Deficit Funding Period," the budget and Annual Assessments shall be calculated as provided in sub-Section (b) below. The Board will cause the total of the Annual Assessments to be levied against properties subject to this Declaration for the following year to be delivered to each Owner at least thirty (30) days prior to the first day of the fiscal year for which the budget and Assessments are established.

(a) Each Unit's Share of Common Expenses: Assessment Units.

Each Unit shall be responsible for that portion of the total Annual Assessments determined by multiplying the total Common Expenses by a fraction, the numerator of which is the number of "Assessment Units" assigned to the Unit and the denominator of which is the total number of Assessment Units assigned to all Units existing at the date such budget is finalized. Each unimproved Residential Unit shall be assigned one (1) Assessment Unit; and each improved Residential Unit will be assigned two (2) Assessment Units. A Residential Unit shall be deemed "improved" upon issuance of a Certificate of Occupancy therefor, and shall be subject to two (2) Assessment Units commencing the first month following issuance of the Certificate of Occupancy. A Commercial Unit, or any other type of property that may become subject to this Declaration, shall bear an Assessment Unit equal to that amount, or in accordance with a formula, set forth in a Supplemental Declaration or District Declaration.

(b) Annual Assessments During Deficit Funding Period.

During the Deficit Funding Period, the Board shall also calculate the projected, total Common Expenses at full build-out of the Development. The Annual Assessment during the Deficit Funding Period will be equal to the lesser of (a) the amount calculated under section 12.4 above based on actual Common Expenses, or (b) that amount determined by dividing the total anticipated Common Expenses at full build-out by a number equal to 75% of the ERUs for the Development.

(c) Disapproval of Annual Assessments.

The annual budget and Annual Assessments, as determined by the Board of Directors, as hereinabove provided, will become effective unless disapproved (i) solely by the Declarant in writing during the Declarant Control Period, and (ii) thereafter by seventy-five percent (75%) or more of the votes of the entire Association at a special meeting of Members called therefor and held pursuant to the provisions of the Bylaws, which percentage will also constitute the quorum required for any such meeting. Notwithstanding the foregoing, in the event the proposed budget and Annual Assessments are disapproved or in the event the Board of Directors fails for any reason to determine an annual budget and to set the Annual Assessments, then and until such time as a budget and Annual Assessment will have been determined as provided herein, the budget and Annual Assessments will be the Default Budget and Default Annual Assessments calculated in accordance with Section 12.5.

(d) Special Board Action to Increase.

If the Board of Directors determines that the important and essential functions of the Association budgeted for the year will not be properly funded in any year by the Annual Assessment herein provided, it may increase such Assessment; provided, however, an increase in Annual Assessments in any year pursuant to special Board action as aforesaid will in no way affect Annual Assessments for subsequent years.

(e) Billing of Annual Assessments.

The Annual Assessments will be billed monthly, quarterly, semi-annually or annually, as set by the Board, and will be due and payable on or before the first day of the month for which billed.

(f) Rounding.

All Annual Assessments charged by the Association will be rounded off to the nearest dollar.

(g) For Common Expenses.

The Common Expenses to be funded by the Annual Assessments may include, but will not necessarily be limited to, the following:

(i) management fees and expenses of administration, including legal and accounting fees;

(ii) utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection and security services, if any such services or charges are provided or paid by the Association;

(iii) the cost of any policies of insurance purchased for the benefit of all the Owners and the Association as required or permitted by this Declaration, including fire, flood, and other hazard coverage, public liability coverage, and other insurance coverage determined by the Board to be in the interests of the Association and the Owners;

(iv) the expenses of maintenance, operation, and repair of those portions of the Common Areas which are the responsibility of the Association under the provisions of this Declaration;

(v) the expenses of any design review committee established to receive and administer the whole or any portion of the DRC functions transferred and conveyed to the Association, which are not defrayed by plan review charges;

(vi) ad valorem real and personal property taxes assessed and levied against the Common Areas;

(vii) such other expenses as may be determined from time to time by the Board of Directors to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Units; and

(viii) the establishment and maintenance of a reasonable reserve fund or funds (A) for maintenance, repair, and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be maintained, repaired, or replaced on a periodic basis, (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

12.5 Determination of Default Budget and Default Annual Assessment.

Upon the failure of the Board of Directors to adopt a budget, or upon the disapproval of any budget pursuant to Section 12.4(c), the Default Budget and Default Annual Assessments will be the greater of:

(i) The then existing budget and Annual Assessments, increased in proportion to the percentage increase, if any, in the CPI-U from December of the preceding year to November of the then current year in which the said maximum budget and Annual Assessment is being determined, or by ten (10%) percent, whichever is greater; or

(ii) The budget and Annual Assessments for the year in which this Declaration is filed Of Record by the Declarant, increased to the year in which the said maximum budget and Annual Assessment is being determined in proportion to the percentage increase, if any, in the CPI-U from December of the year preceding the year in which this Declaration is filed Of Record to November of the year in which the said maximum budget and Annual Assessment is being determined, or by ten (10%) percent per annum, compounded, whichever is greater.

(a) Change in Default Amounts Upon Merger or Consolidation.

The limitations of this Section 12.5 will apply to any merger or consolidation in which the Association is authorized to participate under Section 2.2(c), and under the Bylaws of the Association.

12.6 Special Assessments for Improvements and Additions.

In addition to the regular, Annual Assessments authorized by Section 12.4 hereof, the Association may levy Special Assessments, for the following purposes:

- (a) Construction, reconstruction, unexpected repair or replacement of a damaged capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto as well as any insurance policy deductible if the damage is an insured loss;
- (b) To provide for the unexpected and unbudgeted acquisition of necessary facilities and equipment required for the Association to offer the services authorized herein;
- (c) To provide funding for such other extraordinary and unbudgeted expenditures of the Association as the Board shall determine to be required for the efficient discharge of the Association duties and responsibilities hereunder, and which cannot, in the Board's reasonable judgment, be delayed until the next budget is prepared;
- (d) To cover any shortfall, whether by way of deductible or otherwise, in insurance proceeds recovered; and
- (e) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

12.7 Special Assessments: Approval by Declarant and Disapproval by Members.

Except as otherwise permitted in Sections 9.2, 10.1 and 12.8 hereof, any Special Assessment will only be levied if: (A) during the Declarant Control Period the Declarant approves, in writing, such Special Assessment; and (B) after the Declarant Control Period the Special Assessment is not disapproved by sixty-seven percent (67%) or more of the votes of the entire Association at a special meeting of Members called therefor and held pursuant to the provisions of the Bylaws, which percentage will also constitute the quorum required for any such meeting. The notices of such special meeting will include one statement from the Directors favoring the Special Assessment and one statement from those Directors opposing the Special Assessment containing the reasons for those Directors' support and opposition for the Special Assessment, if any such statements are provided by the Directors supporting and opposing the Special Assessment (Directors being under no obligation to provide such statements). Neither statement, either supporting or opposing the Special Assessment, will exceed five pages in length.

(a) Apportionment.

Special Assessments will be apportioned in relation to their then existing Assessment Units and in the same manner as Annual.

12.8 Emergency Special Assessments.

In addition to the Annual Assessments authorized by Section 12.4 and the Special Assessment authorized by Section 12.6 hereof, the Association may levy Assessments for repairs, reconstruction, alterations or improvements due to emergencies of any type, as determined by the Declarant during the Declarant Control Period, and/or by the Board of Directors, in their sole discretion ("Emergency Special Assessment"). Any Emergency Special Assessment may be imposed without a vote of the Members. Emergency Special Assessments will be apportioned in relation to their then existing Assessment Units and in the same manner as Annual

Assessments unless it is determined by the Declarant and/or Board that another apportionment thereof is more reasonable and more equitably justified by the circumstances giving rise to such emergency.

12.9 Declarant's Properties.

Anything contained herein to the contrary notwithstanding, the Declarant will be exempt from the payment of Annual Assessments, Special Assessments and Emergency Special Assessments with respect to unimproved and unoccupied Units owned by the Declarant and subject to this Declaration.

(a) Declarant's Funding Obligation During Deficit Funding Period in Lieu of Annual Assessments.

The Declarant hereby covenants and agrees that during the Deficit Funding Period Declarant will pay the difference between the amount of Annual Assessments collected on all other Units not owned by the Declarant and the amount of actual expenditures by the Association during the fiscal year. The Declarant's funding obligation pursuant to this sub-Section (a) shall be an equitable charge and a continuing lien upon the Declarant's unimproved portions of the Property that have not been converted to Units.

(b) Declarant's Funding Obligation During Remainder of Declarant Control Period in Lieu of Annual Assessments.

From and after the expiration of the Deficit Funding Period and continuing until expiration of the Declarant Control Period, Declarant will annually elect either to pay an amount equal to the Annual Assessment for each such Unit owned by it or to pay the difference between the amount of Assessments collected on all other Units not owned by the Declarant and the amount of actual expenditures by the Association during the fiscal year, but not in a sum greater than the Annual Assessments the Declarant would pay if not exempt therefrom. Unless the Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, the Declarant will be deemed to have elected to continue paying on the same basis as existed during the immediately preceding year.

(c) Declarant's Reduction of Annual Assessment Payable by Owners.

So long as the Declarant owns any Unit for sale, the Declarant may, but will not be obligated to, reduce the Annual Assessment for any year to be paid by Owners. The Declarant will fund any such reduction in the amount assessed against the Owner as a subsidy. Any such subsidy will, in the Declarant's sole discretion, be (A) a contribution to the Association, (B) an advance against future Annual Assessments due from said Declarant, or (C) a loan to the Association. The amount and character (contribution, advance or loan) of such payment by the Declarant will be conspicuously disclosed as a line item in the budget and will be made known to the Owners. The payment of such a subsidy in any year will under no circumstances obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant. Any such subsidy payment by the Declarant may be made in-kind.

(d) Assignment of Declarant Rights and Obligations Under This Section 12.9.

The Declarant may assign all of its rights, subject to its covenants and obligations, under this Section 12.9 to any spec builder to which the Declarant conveys one or more Units to be constructed upon by such builder, said rights, covenants and obligations extending solely to the Units so conveyed by the Declarant to the Builder and that are the subject matter of any such permitted assignment. Any such assignment shall specifically set forth the formula, terms and conditions applicable to the builder's Assessment obligation.

12.10 Individual Specific Assessments.

Any expenses incurred by the Association or the Declarant because of the actions of one or more Owners or Occupants, or because of their failure to act, and with respect to which such expenses are chargeable thereto and recoverable therefrom pursuant to any provision of this Declaration, including, but not limited to, recoverable expenses incurred as a result of work performed in behalf of an Owner under Section 8.2(b) or work performed in behalf of a District Association under Section 8.2(c), and any fines as may be imposed against an Owner in accordance with Article 13 hereof, will be specially assessed as a Specific Assessment against each such Owner and the Owner's Unit. Assessments charged for the Association's maintenance, repair, replacement, and management of a District Common Area shall be assessed against the Owners with exclusive rights in and to the District Common Areas pursuant to the Supplemental Declaration with respect thereto, or, in the absence of a specific allocation of such expenses for the District Common Areas, prorata among the Owners with exclusive rights in and to the District Common Areas.

12.11 Effect of Nonpayment; Remedies of the Association.

An Assessment shall be due in full not later than the first day of the month for which the Assessment is billed, and any Assessment or portions thereof which is not paid when so due will be delinquent. Any delinquent Assessment will incur a late charge in an amount as may be determined by the Board from time to time and, upon adoption of a policy therefor by the Board of Directors, will also commence to accrue simple interest at the rate set by the Board of Directors from time to time. A lien and equitable charge as herein provided for each Assessment installment shall attach simultaneously as the same will become due and payable, and if an Assessment installment has not been paid as aforesaid, the entire unpaid balance of the Assessment installments remaining to be paid during the fiscal year may be accelerated by the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such Assessment will include all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law, subordinate only to liens for unpaid taxes, any Institutional Mortgage and any Mortgage held by the Declarant as provided in Section 12.3 above. In the event that the Assessment remains unpaid sixty (60) days following the date when so due, the Association may institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Section will be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Unit, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in like manner as a mortgage of real property. The Association will have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Unit, and an Owner will remain personally liable for Assessments, including interest and late charges which accrue prior to a sale, transfer, or other conveyance of his Unit.

12.12 Certificate.

The Treasurer, any Assistant Treasurer, or the manager of the Association will, within ten (10) days of a written request and upon payment of a fee set from time to time by the Board of Directors or by the Association manager pursuant to its Management Agreement, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate signed by the Treasurer, Assistant Treasurer, or manager setting forth whether the Assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate will be conclusive evidence against all but such Owner of payment of any Assessments stated therein to have been paid.

12.13 Date of Commencement of Assessments.

The Assessments provided for herein will commence on the date on which a Unit is conveyed to a person other than the Declarant and will be due and payable in such manner and on such schedule as the Board of Directors may provide. Annual Assessments, Special Assessments and Emergency Special Assessments will be adjusted for such property according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such property is first conveyed.

(a) Working Capital Collected At Initial Closing.

Notwithstanding anything to the contrary in this Declaration, a working capital fund will be established for the Association by collecting from each Owner who acquires title to his Unit from the Declarant a working capital amount equal to 2/12ths of the Annual Assessment then in effect, which Assessment will be due and payable, and will be transferred to the Association, at the time of transfer of each Unit by the Declarant to any other Owner. Such sum is and will remain distinct from the Annual Assessment and will not be considered advance payment of the Annual Assessment. The working capital receipts may be used by the Association in covering operating expenses as well as any other expense incurred by the Association pursuant to this Declaration and the Bylaws.

(b) Transfer Fee Due on Conveyance of Unit.

Except as otherwise provided in this Section 12.13(b), upon the sale and transfer of title to any Unit subject to this Declaration, the transferring Owner shall pay to the Association a transfer fee in the amount of one-fourth of one percent (0.25%) of the total cost to the purchaser of the Unit, as such cost is shown for purposes of calculating the Recording Fee (formerly known as a deed transfer fee or deed documentary tax) imposed by Richland County, South Carolina on the transfer of title, but excluding taxes and stamps or other fees charged by Richland County, South Carolina on such transfer. Such transfer fee shall be the joint and several obligation of both the transferring Owner and the transferee purchaser thereof; and, in addition, the Association shall have a lien against the Unit to secure payment of such transfer fee. Such liens shall be prior and superior to all other liens except (a) the Association's lien for Annual Assessments pursuant to Section 12.4, Special Assessments pursuant to Section 12.6, Emergency Special Assessments pursuant to Section 12.8 and Specific Assessments pursuant to Section 12.10; and (b) such liens as have priority over the Association's lien under Section 12.3. Such lien may be enforced by the Association by suit, judgment and foreclosure in the same manner as the Association's lien for assessments under Section 12.11.

(i) Purpose of Transfer Fee.

All transfer fees collected pursuant to this Article shall be deposited into a segregated account to be used for such purposes as the Board of Directors of the Association deems beneficial to the general good and welfare of the Association and its Members. By way of example and not limitation, such transfer fees might be used to help fund:

(A) Acquisition of additional Common Areas and Areas of Common Responsibility, as well as the improvement to and expansion of existing Common Areas and Areas of Common Responsibility;

(B) Sponsorship of programs and activities that contribute to the overall betterment of the Owners, and/or to their enjoyment, understanding, appreciation and preservation of the Development;

within the Development;

(C) Programs and activities that serve to market and promote resales of Units

(D) Programs and activities which serve to promote a sense of community within the Development, such as recreational leagues, historical or cultural programs, educational programs, festivals and holiday celebrations and activities, a community computer network, and recycling programs;

(E) Social services, community outreach programs, and other charitable causes; and

(F) Such other undertakings, activities and programs as shall, in the Board's reasonable judgment, promote or enhance the Property, the Units therein and/or the experience of the Owners thereof.

Nothing herein shall be construed to require that the funds so collected be applied to reduce any Assessment levied hereunder, nor shall anything herein be construed as to prohibit same.

(ii) Exempt Transfers.

No transfer fee shall be levied upon transfer of title to a Unit:

- (A) by or to the Declarant;
- (B) by a Builder who held title to the Unit solely for purposes of development and resale;
- (C) in which no gain or loss is recognized by reason of Section 1031 or 1041 of the Internal Revenue Code of 1976, as amended;
- (D) in which no Recording Fee is payable;
- (E) conveyance pursuant to an Order of Foreclosure or conveyance to the mortgagee by a deed of the Owner in lieu of foreclosure; or
- (F) under such other circumstance or condition determined by the Board of Directors to result in no substantive change of ownership, provided any such determination may be made in its sole discretion.

ARTICLE 13

RULE MAKING

13.1 Rules and Regulations.

Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Units and the Common Areas, and facilities located thereon. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations, which will govern activities that may, in the judgment of the Board of Directors, be environmentally hazardous, such as application of fertilizers, pesticides, and other chemicals. The Association will furnish copies of such rules and regulations and amendments thereto to all Owners prior to the effective date thereof. Such rules and regulations

will be binding upon the Owners and Occupants until and unless any such rule or regulation is specifically overruled, cancelled, or modified by the Board of Directors or any such rule or regulation is disapproved by a majority or more of the votes of the entire Association at a special meeting of Members called therefor and held pursuant to the provisions of the Bylaws, which percentage will also constitute the quorum required for any such meeting. Any action by the Board to adopt, overrule, cancel or modify any rule or regulation, or any vote of Members disapproving any rule or regulation, will not be effective and binding upon the Owners and Occupants until and unless the same is approved by the Declarant during the Declarant Control Period.

(a) Approval of Declarant

So long as the Declarant owns any of the Property or the Additional Property for development and sale, no rule or regulation shall be adopted by the Board of Directors which would be binding upon the Owners of such Property to be developed by the Declarant without the prior written consent of the Declarant, including, but not limited to, any rule or regulation which would have the effect of discriminating against or in favor of one type of owner over another or of one type of tenant, lessee, renter or guest over another.

13.2 Authority and Enforcement

Subject to the provisions of Section 13.3 hereof, upon the violation of this Declaration, the Bylaws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any Assessments, the Board will have the power (A) to impose reasonable monetary fines which will constitute an equitable charge and a continuing lien as a Specific Assessment, (B) to suspend an Owner-Member's right to vote in the Association, (C) to suspend an Owner's or Occupant's right to use any of the Common Areas, or (D), in the case of a default in payment of any Assessment due, to suspend an Owner's or Occupant's cable TV service if such is provided by the Association or by a service provider under contract with the Association and for which payment thereunder is a Common responsibility of the Association. The Board will have the power to impose all or any combination of these sanctions, and may establish each day a violation remains uncured as a separate violation for which a fine is due; provided, however, an Owner's access to its property over the private roads and streets constituting Common Areas will not be terminated hereunder. An Owner or Occupant will be subject to the foregoing sanctions in the event of such a violation by such Owner or Occupant. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

13.3 Procedure

Except with respect to the failure to pay Assessments, the Board will not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other Occupant of the Development for violations of the Declaration, By-Laws, or any rules and regulations of the Association, unless and until the following procedure is followed:

(a) Demand to Cease and Desist

Written demand to cease and desist from an alleged violation will be served upon the Owner responsible for such violation specifying:

- (i) The alleged violation;
- (ii) The action required to abate the violation; and

(iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(b) Notice of Hearing.

Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice, in accordance with Section 15.16 of a hearing to be held by the Board in executive session. The notice will contain:

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing, which time will be not less than ten (10) days from the giving of the notice;
- (iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and
- (iv) The proposed sanction to be imposed.

(c) Hearing.

The hearing will be held in executive session of the Board of Directors pursuant to the notice and will afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if the officer, director, or other individual who delivered such notice enters a copy of the notice together with a statement of the date and matter of delivery. The notice requirement will be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction imposed, if any.

ARTICLE 14

ALTERNATIVE DISPUTE RESOLUTION & LITIGATION

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

The Declarant, Association, Owners, and any person not otherwise subject to the Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes between and among themselves involving this Declaration or the Development, and to avoid the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances and disputes (including those in the nature of counterclaims or cross-claims) between Bound Parties involving the Declaration or the Development (but not matters applicable solely under a Covenant to Share Costs), including without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement thereof (collectively "Claims"), except for "Exempt Claims" under Section 14.2, are subject to the procedures set forth in Section 14.3.

14.2 Exempt Claims.

The following Claims ("Exempt Claims") are exempt from the provisions of Section 14.3:

- (a) any suit by the Association against a Bound Party to enforce any Assessments or other charges hereunder; and
- (b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and other relief the court may deem necessary in order to maintain the status quo and preserve any enforcement power of the Association hereunder until the matter may be resolved on the merits pursuant to Section 14.3 below; or
- (c) any suit between Owners which does not include the Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Declaration and the Development; or
- (d) any suit in which an indispensable party is not a Bound Party; or
- (e) any suit which otherwise would be barred by any applicable statute of limitation; or
- (f) any suit involving a matter that is not an Exempt Claim under sub-Sections (a) through (e) above, but as to which matter the Bound Party against whom the Claim is made waives the mandatory provisions of Section 14.3 below.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 14.3, but there is no obligation to do so.

14.3 Mandatory Procedures for Non-Exempt Claims.

Any Bound Party having a Claim ("Claimant") against a Bound Party involving this Declaration or the Development, or all or any combination of them ("Respondent"), other than an Exempt Claim under Section 14.2 above, will not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of the Claim until it has complied with the procedures set forth in Exhibit C to this Declaration, and then only to enforce the results hereof:

14.4 Litigation.

No judicial or administrative proceeding with an amount in controversy exceeding \$25,000.00, will be commenced or prosecuted by the Association unless approved by 75% or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members called for the purpose of approving the proceeding, which percentage will also constitute the quorum required for any such meeting. This Section will not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitations, the foreclosure of liens); (b) the imposition and collection of Assessments; (c) proceedings involving challenges to ad valorem taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association to enforce written contracts with its suppliers and service providers. This Section will not be amended unless the amendment is approved by the requisite percentage of votes of Members, and pursuant to the same procedures, necessary to institute proceedings as provided above. This provision will apply in addition to the negotiation and arbitration provisions of this Article 14 and the procedures therefor set forth in Exhibit C to this Declaration, if applicable.

14.5 Miscellaneous Alternative Dispute Resolution Provisions.(a) Conflicting Provisions.

Any conflict or discrepancy between the terms and conditions set forth in this Article 14 and the procedures set forth in Exhibit C to this Declaration and any term, condition or procedure of the American Arbitration Association, or any remedy allowed at law or in equity, the terms, conditions, procedures and remedies set forth herein and in Exhibit C to this Declaration will control.

(b) TIME IS OF ESSENCE.

All periods of time set forth herein or calculated pursuant to provisions of this Article 14 will be strictly adhered to, TIME BEING OF THE ESSENCE hereof.

ARTICLE 15GENERAL PROVISIONS15.1 Control of Declarant.

NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION, OR IN THE BYLAWS OF THE Association, the Declarant hereby retains for the duration of the Declarant Control Period, as defined in Section 1.1(n) of this Declaration, the right to appoint and remove any member or members of the Board of Directors and any officer or officers of the Association. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees that the Declarant will have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 15.1. The provisions of this Section 15.1 are supplemental to, and not in substitution of, other rights retained by the Declarant pursuant to this Declaration.

(a) Voting Agreement and Proxy.

By acceptance of a deed or other conveyance of a real estate interest subject hereto, an Owner-Member does hereby grant, and if further required, does agree to vote in a manner to provide, to the Declarant all voting rights and other corporate powers specifically reserved to and designated for the Declarant under this Declaration. **IN CONNECTION WITH THIS VOTING AGREEMENT, EACH MEMBER APPOINTS THE DECLARANT AS PROXY FOR SUCH MEMBER WITH FULL POWER OF SUBSTITUTION TO VOTE FOR THE MEMBER ON ALL SUCH MATTERS ON WHICH THE MEMBER MAY BE ENTITLED TO VOTE, AND WITH RESPECT TO WHICH THERE IS A RESERVATION OR DESIGNATION OF VOTING RIGHTS IN THE DECLARANT UNDER THIS DECLARATION, AND WITH ALL POWERS WHICH THE MEMBER WOULD POSSESS IF PERSONALLY PRESENT AT ANY MEETING OF MEMBERS. SUCH APPOINTMENT WILL BE, UPON A MEMBER'S ACCEPTANCE OF A DEED OR OTHER CONVEYANCE AND WITHOUT THE NECESSITY OF FURTHER ACTION BY THE DECLARANT OR THE MEMBER, A POWER COUPLED WITH AN INTEREST AND IRREVOCABLE.** Such appointment will be effective as of the date on which a deed or other conveyance of an interest to the Owner-Member is filed Of Record. This irrevocable proxy will automatically terminate on the date the Declarant's voting rights as a Type C Member terminate. The within voting agreement and proxy are in addition to, and not in substitution of, all rights of the Declarant herein provided, which will run with the Property.

(b) Creation of New Board.

Upon the expiration of the Declarant Control Period, election of the Board will pass to the Owners as provided in the Bylaws. Following election of a new Board of Directors, the Declarant will deliver all books, accounts, and records, if any, which the Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which the Declarant has in its possession.

15.2 Amendments by Declarant.

During the Declarant Control Period, the Declarant may amend this Declaration or the Bylaws by an instrument in writing filed Of Record without the approval of any Owner or Mortgagee; provided, however, that, (A) in the event that such amendment has a material adverse effect upon any Owner's rights hereunder or adversely affects the title to any Unit, such amendment will be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby; and (B) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment will be valid only upon the written consent thereto of all such Mortgagees so affected. Any amendment made pursuant to this Section 15.2 will be certified by the Declarant as having been duly approved by the Declarant, and by such Owners and Mortgagees if required, and will be effective only upon it being filed Of Record or at such later date as will be specified in the amendment itself. Furthermore, following the Declarant Control Period, this Declaration and the Bylaws may be amended solely by the Declarant filing same Of Record if such amendment is necessary, in the reasonable determination of the Declarant, to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination which will be in conflict therewith, to enable any reputable title insurance company to issue title insurance coverage with respect to any properties subject to this Declaration, if such amendment is 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 any properties subject to this Declaration, or to enable any governmental agency or reputable private insurance company to insure Mortgages on the properties or other improvements subject to this Declaration. Each Owner by acceptance of a deed or other conveyance of a Unit agrees to be bound by amendments permitted by this Section 15.2, and further agrees, if requested by the Declarant, such Owner will consent to such amendment.

15.3 Amendments by the Association.

Amendments to this Declaration or the Bylaws, other than those authorized by Section 15.2 hereof, will be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment will be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and will be delivered to each Member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or Members of the Association. Such amendment must be approved by sixty-seven percent (67%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members called for the purpose of approving a proposed amendment, which percentage will also constitute the quorum required for any such meeting; provided, however, that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee; during the Declarant Control Period, such amendment must be approved by the Declarant; and in the event that such

amendment also is an amendment to the Bylaws, the amendment will be adopted pursuant to the applicable procedures of the Nonprofit Corporation Act.

(c) The agreement of the required percentage of the Owners and, where required, the Declarant and any Mortgagee, to any amendment of this Declaration pursuant to this Section 15.3 will be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement will state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration will become effective only when filed Of Record or at such later date as may be specified in the amendment itself.

Anything contained in this Section 15.3 to the contrary notwithstanding, no amendment under this Declaration shall be made, or any vote therefor effective, if the result or effect thereof would have a material adverse effect upon the Declarant or any right, limitation, approval or easement of the Declarant without the prior written approval of the Declarant.

15.4 Duration.

The provisions of this Declaration will run with and bind title to the Property, will be binding upon and inure to the benefit of all Owners and Mortgagees, and will be and remain in effect for a period of thirty (30) years from and after the date this Declaration is filed Of Record, provided that rights and easements which are stated herein to have a longer duration will have such longer duration. Upon the expiration of said thirty (30)-year period, this Declaration will be automatically renewed for successive ten (10)-year periods. The number of ten (10)-year renewal periods will be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10)-year renewal period for an additional ten (10)-year period; provided, however, that there will be no renewal or extension of this Declaration, if, during the last year of an initial thirty (30)-year period or the last year of any ten (10)-year renewal period, 80% or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members called for the purpose of approving the proceeding, which percentage will also constitute the quorum required, approve terminating this Declaration at the end of the then current term. In the event that the Association votes to terminate this Declaration, an instrument evidencing such termination will be filed Of Record, such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration will run with and bind title to the Property as provided hereby.

15.5 Termination of the Association.

In the event that this Declaration is declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years following the date of recording this Declaration, all Common Area belonging to the Association at the time of such adjudication will revert to the Declarant, and the Declarant will own and operate said Common Areas as Trustee for use and benefit of Owners within the Property as set forth below. If said adjudication will occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Section 15.4, all Common Areas owned by the Association at such time will be transferred to a properly appointed Trustee, which Trustee will own and operate said Common Areas for the use and benefit of Owners within the Property as set forth below:

(a) Each Unit, parcel or tract of land located within the Property will be subject to an Annual Assessment which will be paid by the Owner thereof to the Declarant or Trustee, whichever becomes the successor in title to the Association. The amount of such Annual Assessment and its due date will be determined solely by the Declarant or the Trustee, as the case may be, but the amount of such Annual Assessment on any particular lot, parcel or tract of land will not exceed the amount actually assessed against that lot, parcel or tract of land in the last year that Assessments were levied by the Association, subject to the adjustment set forth in subparagraph (b) immediately below.

(b) The rate of the Annual Assessment which may be charged by the Declarant or Trustee hereunder on any particular lot or parcel may be automatically increased each year by either five (5%) percent or the percentage increase between the first month and the last month of the Annual Assessment period in the CPI-U issued by the U.S. Bureau of Labor Statistics in its monthly report, whichever of these two percentage figures is larger. The actual amount of such increase in the regular Annual Assessment on a parcel will equal the regular Annual Assessment on such lot or parcel for the previous year multiplied by the larger of the two percentage factors set forth above. If the CPI-U is discontinued, then there will be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(c) Any past due Annual Assessment together with interest thereon at the greater of fifteen (15%) percent or the maximum annual rate permitted by law from the due date and all costs of collection including reasonable attorney's fees will be a personal obligation of the Owner at the time that the Annual Assessment becomes past due, and it will also constitute and become a charge and continuing lien on the lot or parcel of land and all improvements thereon, against which the Assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

(d) The Declarant, or the Trustee, as the case may be, will be required to use the funds collected as Annual Assessments for the operation, maintenance, repair and upkeep of the Common Areas. The Declarant or the Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. Neither the Declarant nor the Trustee will have the obligations to provide for operation, maintenance, repair and upkeep of the Common Areas once the funds provided by the Annual Assessment have been exhausted.

(e) The Declarant will have the right to convey title to the Common Areas and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(f) The Trustee will have the power to dispose of the Common Areas, free and clear of the limitations imposed hereby; provided, however, that such disposition will first be approved in writing by fifty-one (51%) percent of the Owners of Property within the Property or in the alternative will be found, in the exercise of reasonable business judgment, to be in the best interest of the Owners of property within the Property. The proceeds of such a sale will first be used for the payment of any debts or obligations constituting a lien on the Common Areas, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such Property, then for the payment of any obligations distributed among the Owners of property within the Development, exclusive of the Trustees, in a proportion equal to the portion that the Default Annual Assessment on property owned by a particular Owner bears to the total Default Annual Assessment for all property located within the Property.

15.6 Perpetuities.

If any of the covenants, conditions, restrictions, or other provisions of this Declaration will be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions will continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Rose Kennedy, mother of U. S. Senator Edward Kennedy.

15.7 Interpretation.

In all cases, the provisions set forth or provided for in this Declaration will be construed together and given that interpretation or construction which, in the opinion of the Declarant or the Board of Directors will best effect the intent of the general plan of development. The provisions hereof will be liberally interpreted and, if necessary, they will be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration will be given full force and effect notwithstanding the existence of any zoning ordinance or building codes that are less restrictive. The effective date of this Declaration will be the date of its filing Of Record. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration will be construed under and in accordance with the laws of the State of South Carolina.

15.8 No Affirmative Obligation Unless Stated.

ANY RESERVATION OR RIGHT OF THE DECLARANT WHICH IS STATED IN OR IMPLIED FROM THIS DECLARATION WILL NOT GIVE RISE TO ANY AFFIRMATIVE OBLIGATION OR DUTY ON THE PART OF THE DECLARANT UNLESS EXPRESSLY STATED IN THIS DECLARATION.

15.9 No Implied Liabilities or Duties.

ANY RULES OR REGULATIONS ESTABLISHED BY THE DECLARANT PURSUANT TO THIS DECLARATION WILL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY PROPERTY OWNER.

15.10 Gender and Grammar.

The singular wherever used herein will be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, will in all cases be assumed as though in each case fully expressed.

15.11 Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property will be prohibited or held invalid, such prohibition or invalidity will not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

15.12 Rights of Third Parties.

This Declaration will be filed Of Record for the benefit of the Declarant, the Owners, and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party will have any

right, title or interest whatsoever in the Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of the Declarant and Mortgagees as herein provided, the Owners will have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining owner or third party.

15.13 Conflicts With District Declarations.

In the case of any conflict between this Declaration and a District Declaration, the applicable provision of this Declaration shall control, unless the effect thereof would be to make the applicable provision of this Declaration less restrictive, in which later case the applicable provision of the District Declaration shall control.

15.14 Notice of Sale, Lease, or Mortgage.

In the event an Owner sells, leases, mortgages, or otherwise disposes of any Unit, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

15.15 No Trespass.

Whenever the Association, the Declarant, or the DRC are permitted by this Declaration to enter upon, correct, repair, clean, maintain, preserve, or do any other action within any portion of the Development, the entering thereon and the taking of such action will not deem to be trespass.

15.16 Notices.

Notices required hereunder will be in writing and will be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners will be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Units. All notices to the Association will be delivered or sent in care of the Declarant to the Declarant's main office, 1 Hammock Beach Parkway, Palm Coast, FL 32137 Attn: Financial Officer, or to such other address as the Association may from time to time notify the Owners. All notices to the Declarant will be delivered or sent to the Declarant's main office, 1 Hammock Beach Parkway, Palm Coast, FL 32137 Attn: Financial Officer, or to such other address as the Declarant may from time to time notify the Association. Notices to Mortgagees will be delivered or sent to such addresses as such Mortgagees specify in writing to the Association. Notices to any other person or persons entitled to same hereunder will be delivered or sent to such address or addresses as such person or persons specify, from time to time, in writing to the sender, or, in the absence thereof, to such address or addresses as will, in the exercise of reasonable judgment by the sender, reasonably expected to be received by such person or persons.

15.17 Joinder of First Bank and Trust Company of Illinois.

First Bank and Trust Company of Illinois, an Illinois state commercial bank, lender to Declarant, executes these CC&Rs to signify its consent and agreement that its mortgage(s) (the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated January 30, 2004 and recorded in Book 00898, Page 2029, in the ROD for Richland County, South Carolina and in Record Book 632, Page 149 in the ROD for Fairfield County, South Carolina, as amended by the First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded in Book 01038, Page 037, in the ROD for Richland

County and in Book 706, Page 226 in the ROD for Fairfield County, South Carolina,, is and shall remain subordinate to these CC&Rs.

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Richland County ROD

John G Norris

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IN WITNESS WHEREOF, the undersigned, Declarant herein, has hereby caused this instrument to be executed this 8th day of Sept, 2005.

GINN-LA UNIVERSITY CLUB LTD., LLLP
a Georgia limited liability company

BY: **GINN-UNIVERSITY CLUB GP, LLC, a**
Georgia limited liability company,
its sole general partner

By: [Signature]
Its: SR. VICE PRESIDENT

[Signature]
Witness

Willard J. Bagwell
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me by EARL D. NEWLITE, the SR. VICE PRESIDENT of by GINN-UNIVERSITY CLUB, GP, LLC, a Georgia limited liability company, the sole general partner of GINN-LA UNIVERSITY CLUB LTD., LLLP, a Georgia limited liability limited partnership. He/She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

[Signature: Patricia J. Richards]
Notary Public

Print Name: PAT. J. RICHARDS
Notary Public for ST. OF SOUTH CAROLINA
My Commission expires: 7-29-04

JOINDER OF FIRST BANK AND TRUST COMPANY OF ILLINOIS

The undersigned, First Bank and Trust Company of Illinois, an Illinois state commercial bank, has hereby caused this instrument to be executed this 6 day of September, 2005 to signify its consent, joinder and subordination pursuant to Section 15.18 of these CC&Rs.

Witness

FIRST BANK AND TRUST COMPANY OF ILLINOIS

Anthony Allen Green, Jr.
[Signature]

By:

Its:

Vice President

STATE OF ILLINOIS)

COUNTY OF COOK)

The foregoing instrument was acknowledged before me by Jeremy Addis
on behalf of FIRST BANK AND TRUST COMPANY OF ILLINOIS, an Illinois State Commercial Bank.
He/She is personally known to me or has produced - as identification.

Anthony Allen Green, Sr.
Notary Public

(NOTARY SEAL)



Print Name: Anthony Allen Green SR.
Notary Public for -
My Commission expires: 11-20-07

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Richland County ROD

John G Norris

EXHIBIT "A"

**Legal Description for Real Property subject to
Declaration of Covenants, Conditions and Restrictions
For
Cobblestone Park**

Richland County ROD

John G Norris

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EXHIBIT A (continued)**TRACT 1:** (formerly known as The Farm Subdivision, Richland County and Fairfield County)

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being located in Richland and Fairfield Counties, South Carolina, the same being shown and designated as **219.99 ACRES** on a Survey of The Farm Subdivision prepared for Ginn-LA University Club Ltd, LLLP, Morris, Manning and Martin LLLP, Chicago Title Insurance Company, et. al., by Robert H. Lackey Surveying, Inc., dated June 9, 2003, last revised January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1911** and recorded February 2, 2004 in the Office of the Clerk of Court for Fairfield County, SC, in **Slide Book 605 at page 888**; said property having the following courses, measurements, metes and boundaries as shown on the aforesaid plat, to wit:

Beginning at a point near the northwestern intersection of Syrup Mill Road and Ridge Crossing Drive (the Point of Beginning) and heading N 47° 43' 03" E for a distance of 324.81 feet to a point; thence turning and running N 43° 20' 36" W for a distance of 273.70 feet to a point; thence turning and running N 19° 35' 27" E for a distance of 296.99 feet to a point; thence turning and running N 48° 07' 37" W for a distance of 643.70 feet to a point; thence turning and running N 26° 16' 29" E for a distance of 101.67 feet to a point; thence turning and running N 28° 09' 15" E for a distance of 241.29 feet to a point; thence, turning and running N 26° 22' 027" E for a distance of 228.07 feet to a point; thence turning and running N 27° 13' 22" E for a distance of 163.78 feet to a point; thence turning and running N 27° 04' 22" E for a distance of 280.12 feet to a point; thence turning and running N 26° 40' 30" E for a distance of 240.59 feet to a point; thence turning and running N 22° 16' 34" E for a distance of 286.15 feet to a point; thence turning and running N 24° 02' 06" E for a distance of 106.89 feet to a point; thence turning and running N 26° 46' 37" E for a distance of 107.35 feet to a point; thence turning and running N 30° 10' 45" E for a distance of 84.04 feet to a point; thence turning and running N 56° 19' 10" E for a distance of 1524.58 feet to a point; thence turning and running S 50° 09' 54" E for a distance of 1111.82 feet to a point; thence turning and running S 50° 08' 37" E for a distance of 231.91 feet to a point. thence turning and running S 49° 17' 09" E for a distance of 1441.36 feet to a point; thence turning and running along a curve bearing S 28° 28' 52" E with a radius of 5,729.63 feet for a distance of 50.90 feet to a point; thence turning and running S 00° 43' 31" E for a distance of 888.15 feet to a point; thence turning and running S 61° 42' 58" W for a distance of 696.13 feet to a point; thence turning and running S 51° 55' 16" W for a distance of 778.88 feet to a point; thence turning and running S 59° 38' 59" W for a distance of 284.74 feet to a point; thence turning and running N 71° 39' 21" W for a distance of 274.90 feet to a point; thence turning and running N 27° 12' 04" W for a distance of 228.13 feet to a point; thence turning and running N 22° 03' 58" W for a distance of 312.86 feet to a point; thence turning and running N 21° 32' 27" E for a distance of 115.90 feet to a point; thence turning and running N 19° 22' 27" E for a distance of 173.86 feet to a point; thence turning and running N 05° 03' 27" E for a distance of 198.56 feet to a point; thence turning and running N 42° 28' 58" W for a distance of 304.00 feet to a point; thence turning and running S 69° 56' 25" W for a distance of 1015.18 feet to a point; thence turning and running S 42° 34' 13" E for a distance of 494.54 feet to a point; thence turning and running S 39° 19' 49" W for a distance of 940.07 feet to a point; thence turning and running S 53° 11' 35" W for a distance of 316.78 feet to a point; thence turning and running S 53° 11' 35" W for a distance of 46.35 feet to a point; thence turning and running N 39° 09' 36" W for a distance of 430.48 feet to a point; thence turning and running N 39° 09' 36" W for a distance of 100.14 feet to a point; thence turning and running N 39° 09' 36" W for a distance of 49.99 feet to a point which is the Point of Beginning.

This being the same properties conveyed to Ginn-LA University Club Ltd, LLLP by the following deeds:

Deed from The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1946** and recorded February 2, 2004, in the Office of the Clerk of Court for Fairfield County, SC, in **Record Book 632 at page 129**; Quit Claim deed of The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1973** and recorded February 2, 2004, in the Office of the Clerk of Court for Fairfield County, SC, in **Record Book 632 at page 139**; deed of William F. Quattlebaum and Elizabeth S.

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

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EXHIBIT A (continued)

Quattlebaum, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1818**; deed of Jonathan Meincke, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1822**; deed of Wanda A.K. Bryzyski and David M. Kelly, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1826**; deed of Eli M. Rozier, Jr. and Deborah E. Rozier, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1833**; deed of William M. Musser, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1837**; deed of Michael E. Rowe and Tonya B. Rowe, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1841**; deed of John E. Hinkel and Teresa P. Hinkel, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1847**; deed of Bhavana R. Yajnik and Ramesh G. Yajnik, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1853**; deed of Thomas L. Taylor, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1856** and recorded February 2, 2004 in the Office of the Clerk of Court for Fairfield County, SC in **Record Book 632 at 109**.

Richland County TMS No(s): 12800-01-22, 12809-03-01, 12813-01-01, 12813-01-02, 12813-01-03,
12813-01-04, 12813-01-05, 12810-02-01, 12810-02-02, 12810-02-07,
12810-02-04, 12814-02-01, 12814-02-02, 12814-02-03, 12814-02-04,
12814-03-01, 12814-03-02, 12814-03-03, 12815-01-07, 12815-01-06,
12815-01-05, 12815-01-04, 12815-01-03, 12815-01-02, 12815-01-01,
12814-01-07, 12814-01-06, 12814-01-05, 12814-01-04, 12814-01-03,
12814-01-02, 12814-01-01, 12814-01-07, 12814-01-06, 12810-01-05,
12810-01-04, 12810-01-03, 12810-01-02, 12810-01-01, 12809-02-04,
12809-02-03, 12809-02-02, 12809-02-01

Fairfield County TMS No.: 242-00-00-024

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Richland County ROD

John G. Norris

EXHIBIT A (continued)**TRACT 2: (Pocisk Tract – Richland County, S.C.)**

All that certain piece, parcel or lot of lands with improvements thereon, situate, lying and being near the Town of Blythewood, County of Richland, State of South Carolina consisting of approximately **28.69 acres** as shown on that certain survey prepared for Survey of the Pocisk Tract prepared for Ginn-LA University Club Ltd., LLLP, et. al. by Robert H. Lackey Surveying, Inc., dated June 9, 2003, last revised January 21, 2004, and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1912**; and having the following metes and bounds to wit:

Beginning at a point approximately 3150 feet from the intersection of Blythewood Road and Syrup Mill Road (the Point of Beginning) and heading along the northeastern right of way of Syrup Mill Road N 19°43'59" W for a distance of 266.50 feet to a point; thence continuing along said right of way N 19°48'11" W for a distance of 439.03 feet to a point; thence continuing along said right of way N 21°54'13" W for a distance of 193.99 feet to a point; thence continuing along said right of way N 27°14'53" W for a distance of 124.76 feet to a point; thence continuing along said right of way N 32°15'27" W for a distance of 90.87 feet to a point; thence continuing along said right of way N 34°37'12" W for a distance of 780.57 to an iron pin; thence turning and running N 52°38'51" E for a distance of 561.01 feet to an iron pin; thence turning and running N 82°39'34" E for a distance of 133.00 feet to an iron pin; thence turning and running S 48°19'33" E for a distance of 434.66 feet to an iron pin; thence turning and running N 71°29'19" E for a distance of 247.59 feet to an iron pin; thence turning and running S 43°24'09" E for a distance of 300.12 feet to an iron pin; thence turning and running S 36°25'49" W for a distance of 454.14 feet to an iron pin; thence turning and running S 00°30'36" W for a distance of 1103.69 feet to an iron pin; thence turning and running S 33°15'35" W for a distance of 273.63 feet to an iron pin; thence turning and running N 29°32'24" W for a distance of 109.09 feet back to the point of beginning. Be all said measurements more or less.

This being the same property conveyed to Ginn-LA University Club Ltd., LLLP by Deed from The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1946** and Quit Claim deed of The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1973**.

TMS No. 15200-01-01

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John G Norris

EXHIBIT A (continued)**TRACT 3: (includes The Neighborhood and High Pointe Subdivisions)**

All that certain piece, parcel or tract of land, situate, lying and being in the Town of Blythewood in the County of Richland, State of South Carolina and being shown and designated as **PARCELS A, B, C, D, E, F, G, H, J, K, L, M, N, P, Q, R AND AMENITIES PARCEL** on a plat prepared for Ginn-LA University Club Ltd., LLLP by Survey and Mapping Services, Inc. dated October 29, 1997, last revised January 21, 2004, recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1913**, being further delineated and described as follows:

Parcel A:

Commencing at a point labeled "POB" and running S 77° 21'58" W along lands now or formerly of Sandy Level Baptist Church for 281.20' to an iron pin; thence turning and running N 89° 38' 42" W for 396.40' to an iron pin; thence N 89° 48' 23" W for 503.57' to an iron pin; thence N 89° 46'56" W for 225.32' to an iron pin; thence running S 89° 52' 24" W for 929.60' to an iron pin; thence turning and running S 09° 00'00" E for 967.35' to an iron pin; thence N 86° 05' 24" W for 33.46' to an iron pin; thence N 84° 54' 15" W for 202.75' to an iron pin; thence N 82° 07'43" W for 193.39' to an iron pin; thence turning and running N 09° 08' 22" W for 1137.86' to an iron pin; thence N 06° 52'03" W for 300.14' to a point; thence N 00° 05'39" W for 376.76' to a point; thence N 04° 25'29" E for 494.83' to a point; thence N 01° 05'58" W for 301.42' to a point; thence N 10° 08'09" W for 307.23' to a point; thence N 18° 11'49" W for 235.72' to an iron pin; thence N 22° 43' 49" W for 107.42' to an iron pin; thence turning and running S 33° 54' 18" E for 109.08' to an iron pin; thence turning and running N 28° 31'48" E for 273.90' to an iron pin; thence N 03° 50' 11" W for 555.37' to an iron pin; thence turning and running N 80°05'44" E for a distance of 240.10' to a point; thence turning and running N 09°53'00" W for a distance of 234.00' to a point; thence turning and running S 80°07'19" W for a distance of 215.30' to a point; thence N 03° 50' 11" W for 312.87' to an iron pin; thence N 32° 05' 43" E for 453.96' to an iron pin; thence turning and running N 47° 43'08" W for 300.17 feet to an iron pin; thence S 83°52'37" E, a distance of 108.10'; thence S 52°27'47" E, a distance of 192.73'; thence S 17°57'35" E, a distance of 131.77'; thence S 21°30'47" E, a distance of 50.58'; thence S 36°44'39" W, a distance of 53.54'; thence S 8°02'34" W, a distance of 95.13'; thence S 29°48'40" E, a distance of 116.68'; thence S 11°31'03" W, a distance of 74.93'; thence S 4°40'09" E, a distance of 133.45'; thence S 64°10'46" E, a distance of 186.89'; thence S 83°09'43" E, a distance of 140.96'; thence S 58°19'35" E, a distance of 92.34'; thence S 75°25'10" E, a distance of 83.29'; thence S 35°07'59" E, a distance of 76.39'; thence S 18°22'40" E, a distance of 135.15'; thence S 16°47'38" E, a distance of 97.66'; thence S 42°38'10" E, a distance of 68.06'; thence N 86°24'56" W, a distance of 200.92'; thence S 83°19'44" W, a distance of 187.14'; thence S 7°20'55" E, a distance of 113.86'; thence S 66°11'43" W, a distance of 56.94'; thence S 4°15'57" E, a distance of 88.11'; thence S 69°37'34" W, a distance of 105.88'; thence S 32°36'24" W, a distance of 79.16'; thence S 10°51'11" E, a distance of 391.63'; thence S 31°48'47" E, a distance of 538.76'; thence N 55°03'33" E, a distance of 183.21'; thence N 41°05'38" E, a distance of 338.60'; thence S 48°52'10" E, a distance of 158.46'; thence S 18°12'51" E for a distance of 235.07'; thence S 41°07'12" W, a distance of 103.97'; thence S 56°25'26" W, a distance of 53.54'; thence S 46°36'09" W, a distance of 158.23'; thence S 17°10'37" W, a distance of 182.37'; thence S 13°15'53" W, a distance of 91.21'; thence S 1°19'11" E, a distance of 51.00'; thence S 24°32'35" W, a distance of 94.96'; thence S 8°26'55" W, a distance of 116.02'; thence S 4°28'35" E, a distance of 114.32'; thence S 19°26'34" E, a distance of 129.36'; thence S 9°51'04" E, a distance of 158.09'; thence N 71°53'32" W, a distance of 61.71'; thence S 61°16'26" W, a distance of 59.72'; thence S 57°29'54" W, a distance of 22.67'; thence S 15°48'24" W, a distance of 90.71'; thence S 18° 17'27" E, a distance of 53.50'; thence S 41°52'07" E, a distance of 82.25'; thence S 42°00'17" E, a distance of 110.68'; thence S 38°15'26" E, a distance of 165.71'; thence S 35°17'21" E, a distance of 130.13'; thence N 87°01'24" E, a distance of 88.60'; thence N 77°27'24" E, a distance of 96.62'; thence N 67°32'10" E, a distance of 128.48'; thence S 78°18'56" E, a distance of 115.57'; thence N 14°35'42" E, a distance of 225.81'; thence N 0°07'43" W, a distance of 180.16'; thence N 24°51'59" E, a distance of 202.76'; thence N 7°52'04" E, a distance of 128.19'; thence N 27°36'42" E, a distance of 51.46'; thence N 12°28'48" E, a distance of 135.34'; thence N 0°07'45" W, a distance of 164.91'; thence N 25°59'30" E, a distance of 84.86'; thence N 3°24'06" E, a distance of 54.85'; thence N 46°09'31" E, a distance of 77.60'; thence N 9°07'57" W, a distance of 196.26'; thence N 74°03'44" E, a distance of 139.81'; thence S 48°28'59" E, a distance of 114.82'; thence S 42°12'13" E, a distance of 125.18'; thence S 52°02'05" E, a distance of 81.74'; thence S 36°10'07" E, a distance of 154.91'; thence S 60°23'06" E, a distance of 98.49'; thence S 31°53'29" E, a distance of 201.29'; thence S 79°32'20" E, a distance of 104.16' to the point of curvature of a curve, concave to the northeast, having a radius of 231.68' a central angle of 46°58'07", and a chord of 184.65' bearing S 33°54'38" E; thence southerly along said curve, a distance of 189.92'; thence S 06°44'05" W for a

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John G Norris

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EXHIBIT A (continued)

distance of 151.93' to a point; thence S 44°32'57" W for a distance of 168.49' to a point; thence S 62°40'22" E for a distance of 188.92' to a point; thence turning and running S 18°14'47" W for a distance of 177.80' to a point; thence turning and running S 25°01'41" E for a distance of 109.07' to a point; thence S 11°37'45" E for a distance of 194.17' to a point which is the point of beginning.

Said described Parcel A containing **108.39 ACRES**, more or less (which includes Option Parcel One containing 3.0 acres).

Parcel B:

Commencing at a point labeled "POB" being the POINT OF BEGINNING; thence S 47°00'03" W, a distance of 66.62'; thence N 53°06'10" W, a distance of 118.87'; thence N 33°23'06" W, a distance of 129.80'; thence N 46°58'50" W, a distance of 75.21'; thence N 49°38'24" W, a distance of 77.92'; thence N 67°56'02" W, a distance of 59.78'; thence S 88°06'38" W, a distance of 73.37'; thence S 87°12'43" W, a distance of 179.56'; thence N 14°37'39" W, a distance of 120.27'; thence N 52°15'06" E, a distance of 189.73' to the point of curvature of a curve, concave to the north, having a radius of 56.46' a central angle of 98°49'29", and a chord of 85.76' bearing N 70°57'29" E; thence southeasterly along said curve, a distance of 97.39' to the point of curvature of a compound curve, concave to the southeast, having a radius of 70.07' a central angle of 51°32'19", and a chord of 60.92' bearing N 55°49'54" E; thence northeasterly along said curve, a distance of 63.03'; thence N 81°23'30" E, a distance of 116.06' to the point of curvature of a curve, concave to the south, having a radius of 307.39' a central angle of 21°40'15", and a chord of 115.57' bearing S 73°43'28" E; thence easterly along said curve, a distance of 116.26' to the point of curvature of a compound curve, concave to the southwest, having a radius of 243.39' a central angle of 47°29'44", and a chord of 196.03' bearing S 39°08'28" E; thence southeasterly along said curve, a distance of 201.76' to the point of curvature of a compound curve, concave to the west, having a radius of 735.72' a central angle of 6°55'58", and a chord of 88.97' bearing S 8°19'52" E; thence southerly along said curve, a distance of 89.02'; thence S 4°49'13" E, a distance of 288.05' to the POINT OF BEGINNING; said described tract containing **4.76 ACRES**, more or less.

Parcel C:

Commencing at a point labeled "POB" said point being the POINT OF BEGINNING; and running N 16°19'42" W for a distance of 240.47' to a point; thence turning and running S 77°23'11" W for a distance of 41.19' to a point; thence N 28°38'04" W, a distance of 438.74' to the point of curvature of a curve, concave to the southwest, having a radius of 236.96' a central angle of 55°21'55", and a chord of 220.17' bearing N 57°27'26" W; thence northwesterly along said curve, a distance of 228.98'; thence N 83°22'02" W, a distance of 203.44' to the point of curvature of a curve, concave to the northeast, having a radius of 181.68' a central angle of 73°01'41", and a chord of 216.21' bearing N 47°10'35" W; thence westerly along said curve, a distance of 231.57'; thence N 08°35'58" W, a distance of 127.02'; thence N 38°27'53" E, a distance of 31.29'; thence N 14°56'26" W, a distance of 99.77'; thence N 27°19'56" W, a distance of 227.54'; thence N 7°34'58" E, a distance of 69.01'; thence N 54°29'59" E, a distance of 73.62'; thence S 51°02'45" E, a distance of 34.76'; thence S 29°40'12" E, a distance of 116.38'; thence S 31°43'59" E, a distance of 122.31'; thence S 38°54'22" E, a distance of 68.20'; thence S 70°12'00" E, a distance of 86.29'; thence S 43°20'55" E, a distance of 159.07'; thence S 33°29'31" E, a distance of 189.72'; thence S 48°28'39" E, a distance of 148.54'; thence S 45°46'52" E, a distance of 63.29'; thence S 53°56'08" E, a distance of 170.60'; thence S 55°32'03" E, a distance of 77.12'; thence S 33°56'28" E, a

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EXHIBIT A (continued)

distance of 79.41'; thence S 41°41'51" E, a distance of 99.58'; thence S 34°19'24" E, a distance of 144.79'; thence S 86°01'49" W, a distance of 200.00' to a point which is the point of beginning; **MINUS 4.0 Acres, known as Option Parcel Two, included within said Parcel C, which leaves a total acreage of for Parcel C of 2.97 ACRES.**

Parcel D:

Commencing at a point labeled "POB" said point being the POINT OF BEGINNING; thence N 68°50'14" E, a distance of 87.48'; thence S 33°08'13" E, a distance of 90.53'; thence S 68°11'20" E, a distance of 70.08'; thence S 79°14'11" E, a distance of 67.80'; thence N 64°54'54" E, a distance of 42.69'; thence N 19°29'43" E, a distance of 88.00'; thence N 37°20'09" W, a distance of 99.07'; thence N 37°32'49" W, a distance of 95.67'; thence N 18°26'52" W, a distance of 156.75'; thence N 10°52'24" E, a distance of 55.45'; thence N 24°51'50" W, a distance of 225.83'; thence N 76°20'19" W, a distance of 47.48'; thence S 69°42'09" W, a distance of 125.36'; thence S 30°56'46" W, a distance of 94.17'; thence N 42°23'50" W, a distance of 54.59'; thence N 1°33'19" E, a distance of 106.17'; thence N 21°15'24" E, a distance of 118.43'; thence N 8°21'52" E, a distance of 101.51'; thence N 87°35'26" E, a distance of 85.81'; thence N 34°01'21" E, a distance of 104.58'; thence N 63°30'01" E, a distance of 86.93'; thence S 17°15'03" E, a distance of 132.54'; thence S 63°33'33" E, a distance of 47.54'; thence S 35°51'59" E, a distance of 58.61'; thence S 10°46'57" W, a distance of 72.02'; thence N 74°47'04" W, a distance of 79.07'; thence S 46°24'38" W, a distance of 41.31'; thence S 20°18'07" E, a distance of 130.24'; thence S 40°24'20" E, a distance of 110.94'; thence S 62°43'22" E, a distance of 56.07'; thence S 57°53'05" E, a distance of 113.10'; thence S 21°17'56" E, a distance of 57.57'; thence S 57°32'24" E, a distance of 116.82'; thence S 24°58'05" E, a distance of 146.15'; thence S 42°38'31" E, a distance of 210.17'; thence S 3°26'34" E, a distance of 82.43'; thence S 29°48'15" E, a distance of 53.98'; thence S 61°25'09" E, a distance of 60.82'; thence S 20°25'12" W, a distance of 46.50'; thence S 78°27'07" W, a distance of 59.51'; thence N 72°46'48" W, a distance of 67.31'; thence N 56°40'33" W, a distance of 86.33'; thence S 89°00'08" W, a distance of 147.81'; thence N 44°32'26" W, a distance of 88.20'; thence S 66°10'16" W, a distance of 47.40'; thence S 88°49'39" W, a distance of 51.48'; thence N 58°38'17" W, a distance of 62.00'; thence N 85°49'09" W, a distance of 52.74'; thence N 59°17'11" W, a distance of 81.73'; thence N 79°16'02" W, a distance of 79.73'; thence N 19°35'56" W, a distance of 30.85' to the POINT OF BEGINNING; said described tract containing **7.25 ACRES**, more or less.

Parcel E:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 24°35'40" W, a distance of 97.01'; thence N 32°45'53" W, a distance of 77.55'; thence N 62°54'08" W, a distance of 85.82'; thence N 38°59'51" W, a distance of 88.76'; thence N 57°07'33" W, a distance of 90.01'; thence N 50°19'17" W, a distance of 127.07'; thence N 28°54'58" W, a distance of 95.92'; thence N 30°08'42" W, a distance of 122.40'; thence N 49°13'34" W, a distance of 119.38'; thence N 40°33'02" W, a distance of 78.61'; thence N 7°59'17" W, a distance of 108.70'; thence N 15°28'58" E, a distance of 104.62'; thence N 17°57'27" E, a distance of 59.25'; thence N 89°43'14" E, a distance of 126.50'; thence S 32°08'21" E, a distance of 96.41'; thence S 2°14'14" W, a distance of 48.82'; thence S 31°18'49" E, a distance of 177.09'; thence S 3°46'39" W, a distance of 65.40'; thence S 32°41'50" E, a distance of 66.60'; thence S 12°12'02" E, a distance of 159.73'; thence S 42°37'13" E, a distance of 63.48'; thence S 56°27'34" E, a distance of 194.06'; thence S 37°42'29" E, a distance of 161.18'; thence S 33°29'29" E, a distance of 139.73'; thence S 65°40'35" W, a distance of 63.85'; thence S 88°50'23" W, a distance of 49.33' to the POINT OF BEGINNING; said described tract containing **3.96 ACRES**, more or less.

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distance of 88.83'; thence S 65°13'26" W, a distance of 75.46'; thence N 32°26'24" W, a distance of 146.43'; thence N 35°01'53" W, a distance of 79.06'; thence N 50°30'31" W, a distance of 109.31'; thence N 6°43'50" E, a distance of 27°02'00" W, a distance of 294.40'; thence N 1°57'15" E, a distance of 118.84'; thence N 4°52'28" W, a distance of 118.83'; thence N 16°06'35" W, a distance of 141.06'; thence N 8°13'45" W, a distance of 116.19'; thence N 12°30'04" W, a distance of 183.17'; thence N 5°40'57" E, a distance of 125.78'; to a R/W Monument; thence S 27° 21'40" E for 693.91' to a concrete monument; thence S 27° 29' 01" E for 799.97' to a concrete monument; thence S 27° 28' 08" E for 199.86' to a concrete monument; thence S 06° 54'23" E for 215.73' to a concrete monument; thence S 27° 30' 56" E for 747.53' to a concrete monument; thence S 43° 20' 06" E for 311.29' to a concrete monument; thence S 27° 21' 09" E for 539.20' to a concrete monument; thence S 27° 55'30" E for 350.68' to a concrete monument; thence S 24° 52' 39" E for 515.31' to a concrete monument; thence S 27° 22' 20" E for 616.98' to a concrete monument; thence S 15° 30'48" E for 266.87' to an iron pin; thence turning and leaving said right-of-way and running along lands now or formerly of U.C. Properties, LLC S 86° 01' 53" W for 445.81' to an iron pin which is the point of beginning. Said tract being **24.47 ACRES**, more or less.

Parcel G:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 28°08'26" W, a distance of 144.59'; thence N 16°40'50" W, a distance of 112.56'; thence N 4°18'49" E, a distance of 96.42'; thence N 9°11'28" W, a distance of 189.18'; thence N 50°40'51" W, a distance of 188.11'; thence N 25°07'31" W, a distance of 91.49'; thence N 63°38'31" E, a distance of 193.94'; thence N 62°40'41" E, a distance of 117.14'; thence N 51°28'46" E, a distance of 109.97'; thence S 60°44'31" E, a distance of 105.15'; thence S 74°07'49" E, a distance of 89.52'; thence S 71°13'13" E, a distance of 183.70'; thence S 48°39'05" W, a distance of 128.72'; thence S 47°01'36" W, a distance of 121.94'; thence S 39°17'02" W, a distance of 64.97'; thence S 60°02'12" W, a distance of 78.56'; thence S 29°19'58" W, a distance of 70.26'; thence S 10°47'57" W, a distance of 66.78'; to the POINT OF BEGINNING; said described tract containing **3.96 ACRES**, more or less.

Richland County ROD

John G Norris

Richland County ROD

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EXHIBIT A (continued)

distance of 79.41'; thence S 41°41'51" E, a distance of 99.58'; thence S 34°19'24" E, a distance of 144.79'; thence S 86°01'49" W, a distance of 200.00' to a point which is the point of beginning; **MINUS 4.0 Acres, known as Option Parcel Two, included within said Parcel C, which leaves a total acreage of for Parcel C of 2.97 ACRES.**

Parcel D:

Commencing at a point labeled "POB" said point being the POINT OF BEGINNING; thence N 68°50'14" E, a distance of 87.48'; thence S 33°08'13" E, a distance of 90.53'; thence S 68°11'20" E, a distance of 70.08'; thence S 79°14'11" E, a distance of 67.80'; thence N 64°54'54" E, a distance of 42.69'; thence N 19°29'43" E, a distance of 88.00'; thence N 37°20'09" W, a distance of 99.07'; thence N 37°32'49" W, a distance of 95.67'; thence N 18°26'52" W, a distance of 156.75'; thence N 10°52'24" E, a distance of 55.45'; thence N 24°51'50" W, a distance of 225.83'; thence N 76°20'19" W, a distance of 47.48'; thence S 69°42'09" W, a distance of 125.36'; thence S 30°56'46" W, a distance of 94.17'; thence N 42°23'50" W, a distance of 54.59'; thence N 1°33'19" E, a distance of 106.17'; thence N 21°15'24" E, a distance of 118.43'; thence N 8°21'52" E, a distance of 101.51'; thence N 87°35'26" E, a distance of 85.81'; thence N 34°01'21" E, a distance of 104.58'; thence N 63°30'01" E, a distance of 86.93'; thence S 17°15'03" E, a distance of 132.54'; thence S 63°33'33" E, a distance of 47.54'; thence S 35°51'59" E, a distance of 58.61'; thence S 10°46'57" W, a distance of 72.02'; thence N 74°47'04" W, a distance of 79.07'; thence S 46°24'38" W, a distance of 41.31'; thence S 20°18'07" E, a distance of 130.24'; thence S 40°24'20" E, a distance of 110.94'; thence S 62°43'22" E, a distance of 56.07'; thence S 57°53'05" E, a distance of 113.10'; thence S 21°17'56" E, a distance of 57.57'; thence S 57°32'24" E, a distance of 116.82'; thence S 24°58'05" E, a distance of 146.15'; thence S 42°38'31" E, a distance of 210.17'; thence S 3°26'34" E, a distance of 82.43'; thence S 29°48'15" E, a distance of 53.98'; thence S 61°25'09" E, a distance of 60.82'; thence S 20°25'12" W, a distance of 46.50'; thence S 78°27'07" W, a distance of 59.51'; thence N 72°46'48" W, a distance of 67.31'; thence N 56°40'33" W, a distance of 86.33'; thence S 89°00'08" W, a distance of 147.81'; thence N 44°32'26" W, a distance of 88.20'; thence S 66°10'16" W, a distance of 47.40'; thence S 88°49'39" W, a distance of 51.48'; thence N 58°38'17" W, a distance of 62.00'; thence N 85°49'09" W, a distance of 52.74'; thence N 59°17'11" W, a distance of 81.73'; thence N 79°16'02" W, a distance of 79.73'; thence N 19°35'56" W, a distance of 30.85' to the POINT OF BEGINNING; said described tract containing **7.25 ACRES**, more or less.

Parcel E:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 24°35'40" W, a distance of 97.01'; thence N 32°45'53" W, a distance of 77.55'; thence N 62°54'08" W, a distance of 85.82'; thence N 38°59'51" W, a distance of 88.76'; thence N 57°07'33" W, a distance of 90.01'; thence N 50°19'17" W, a distance of 127.07'; thence N 28°54'58" W, a distance of 95.92'; thence N 30°08'42" W, a distance of 122.40'; thence N 49°13'34" W, a distance of 119.38'; thence N 40°33'02" W, a distance of 78.61'; thence N 7°59'17" W, a distance of 108.70'; thence N 15°28'58" E, a distance of 104.62'; thence N 17°57'27" E, a distance of 59.25'; thence N 89°43'14" E, a distance of 126.50'; thence S 32°08'21" E, a distance of 96.41'; thence S 2°14'14" W, a distance of 48.82'; thence S 31°18'49" E, a distance of 177.09'; thence S 3°46'39" W, a distance of 65.40'; thence S 32°41'50" E, a distance of 66.60'; thence S 12°12'02" E, a distance of 159.73'; thence S 42°37'13" E, a distance of 63.48'; thence S 56°27'34" E, a distance of 194.06'; thence S 37°42'29" E, a distance of 161.18'; thence S 33°29'29" E, a distance of 139.73'; thence S 65°40'35" W, a distance of 63.85'; thence S 88°50'23" W, a distance of 49.33' to the POINT OF BEGINNING; said described tract containing **3.96 ACRES**, more or less.

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EXHIBIT A (continued)**Parcel F:**

Commencing at a point labeled Point of Beginning labeled "POB" and running N 44°47'20" W, a distance of 283.27'; thence N 25°34'34" E, a distance of 117.63'; thence N 49°46'21" E, a distance of 60.63'; thence S 78°47'44" E, a distance of 57.00'; thence N 54°47'43" E, a distance of 66.64'; thence N 21°38'08" E, a distance of 119.44'; thence N 18°40'44" W, a distance of 61.94'; thence N 48°51'40" W, a distance of 199.43'; thence N 38°15'27" W, a distance of 231.28'; thence N 47°30'02" W, a distance of 84.11'; thence N 29°35'02" W, a distance of 101.94'; thence N 35°27'01" W, a distance of 51.39'; thence N 27°51'41" W, a distance of 139.74'; thence N 27°39'02" W, a distance of 316.45'; thence N 44°34'41" E, a distance of 27.58'; thence S 63°20'53" E, a distance of 105.59'; thence N 65°22'17" E, a distance of 140.73'; thence N 4°56'23" E, a distance of 61.89'; thence N 24°34'27" W, a distance of 92.43'; thence N 29°04'12" W, a distance of 116.49'; thence N 4°12'01" E, a distance of 65.67'; thence N 23°52'32" W, a distance of 259.51'; thence N 31°46'51" W, a distance of 181.77'; thence N 35°28'18" W, a distance of 135.68'; thence N 21°36'13" W, a distance of 195.84'; thence N 37°58'34" W, a distance of 159.08'; thence N 48°33'16" W, a distance of 105.55'; thence N 24°45'33" W, a distance of 105.58'; thence N 1°45'11" W, a distance of 52.23'; thence N 38°31'02" W, a distance of 62.35'; thence S 43°30'34" W, a distance of 74.62'; thence N 72°02'09" W, a distance of 161.39'; thence N 0°34'23" E, a distance of 154.20'; thence N 15°40'13" W, a distance of 146.43'; thence N 12°02'13" W, a distance of 235.50'; thence N 5°41'07" W, a distance of 75.46'; thence N 32°26'24" W, a distance of 51.76'; thence S 76°51'06" W, a distance of 88.83'; thence S 65°13'26" W, a distance of 109.31'; thence N 6°43'50" E, a distance of 88.57'; thence N 35°01'53" W, a distance of 79.06'; thence N 50°30'31" W, a distance of 79.27'; thence N 27°02'00" W, a distance of 294.40'; thence N 1°57'15" E, a distance of 118.84'; thence N 4°52'28" W, a distance of 118.83'; thence N 16°06'35" W, a distance of 141.06'; thence N 8°13'45" W, a distance of 116.19'; thence N 12°30'04" W, a distance of 183.17'; thence N 5°40'57" E, a distance of 125.78', to a R/W Monument; thence S 27° 29' 01" E for 799.97' to a concrete monument; thence S 27° 21'40" E for 693.91' to a concrete monument; thence S 06° 54'23" E for 215.73' to a concrete monument; thence S 27° 28' 08" E for 199.86' to a concrete monument; thence S 43° 20' 06" E for 311.29' to a concrete monument; thence S 27° 30' 56" E for 747.53' to a concrete monument; thence S 27° 55'30" E for 350.68' to a concrete monument; thence S 27° 21' 09" E for 539.20' to a concrete monument; thence S 27° 22' 20" E for 616.98' to a concrete monument; thence S 24° 52' 39" E for 515.31' to a concrete monument; thence S 15° 30'48" E for 266.87' to an iron pin; thence turning and leaving said right-of-way and running along lands now or formerly of U.C. Properties, LLC S 86° 01' 53" W for 445.81' to an iron pin which is the point of beginning. Said tract being 24.47 ACRES, more or less.

Parcel G:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 28°08'26" W, a distance of 144.59'; thence N 16°40'50" W, a distance of 112.56'; thence N 4°18'49" E, a distance of 96.42'; thence N 9°11'28" W, a distance of 189.18'; thence N 50°40'51" W, a distance of 188.11'; thence N 25°07'31" W, a distance of 91.49'; thence N 63°38'31" E, a distance of 193.94'; thence N 62°40'41" E, a distance of 117.14'; thence N 51°28'46" E, a distance of 109.97'; thence S 60°44'31" E, a distance of 105.15'; thence S 74°07'49" E, a distance of 89.52'; thence S 71°13'13" E, a distance of 183.70'; thence S 48°39'05" W, a distance of 128.72'; thence S 47°01'36" W, a distance of 121.94'; thence S 39°17'02" W, a distance of 64.97'; thence S 60°02'12" W, a distance of 78.56'; thence S 29°19'58" W, a distance of 79.26'; thence S 10°42'57" W, a distance of 267.91'; thence S 25°01'45" E, a distance of 72.34'; thence S 21°37'23" W, a distance of 148.49' to the POINT OF BEGINNING; said described tract containing 5.42 ACRES, more or less.

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Richland County ROD

John G Norris

EXHIBIT A (continued)**Parcel H:**

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 32°20'30" E, a distance of 81.87'; thence N 20°25'10" E, a distance of 139.77'; thence N 33°36'57" E, a distance of 164.00'; thence N 19°32'51" E, a distance of 62.31'; thence N 0°58'03" W, a distance of 90.79'; thence N 24°29'39" E, a distance of 108.55'; thence N 2°02'32" W, a distance of 279.80'; thence N 16°13'42" E, a distance of 86.74'; thence N 5°22'18" W, a distance of 139.25'; thence N 46°09'03" W, a distance of 85.67'; thence S 42°27'44" W, a distance of 124.81'; thence S 40°59'14" W, a distance of 106.97'; thence N 2°00'12" W, a distance of 81.38'; thence N 17°33'41" E, a distance of 145.72'; thence N 45°33'54" E, a distance of 137.81'; thence N 38°18'45" E, a distance of 94.93'; thence N 28°13'17" E, a distance of 177.05'; thence S 19°23'44" E, a distance of 114.33'; thence S 4°26'44" E, a distance of 204.84'; thence S 2°29'25" W, a distance of 179.90'; thence S 17°41'52" E, a distance of 231.55'; thence S 1°48'36" W, a distance of 143.13'; thence S 20°42'59" W, a distance of 107.10'; thence S 18°46'46" E, a distance of 145.57'; thence S 9°21'29" E, a distance of 101.17'; thence S 52°53'20" E, a distance of 147.89'; thence S 37°24'39" E, a distance of 92.22'; thence S 59°35'19" E, a distance of 164.44'; thence S 74°42'05" E, a distance of 96.19'; thence N 84°07'45" E, a distance of 159.29'; thence S 4°49'36" E, a distance of 50.81'; thence S 67°55'38" W, a distance of 115.11'; thence S 45°09'47" W, a distance of 101.35'; thence N 84°13'30" W, a distance of 82.19'; thence N 14°52'39" W, a distance of 100.02'; thence N 39°47'45" W, a distance of 87.84'; thence S 69°49'07" W, a distance of 121.82'; thence N 86°40'11" W, a distance of 146.37'; thence S 73°03'09" W, a distance of 133.39'; thence S 77°59'19" W, a distance of 122.83'; thence S 89°51'45" W, a distance of 102.50'; thence N 74°59'33" W, a distance of 73.01' to the POINT OF BEGINNING; said described tract containing 9.43 ACRES, more or less.

Parcel J:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 19°11'47" W, a distance of 73.00'; thence N 25°36'30" W, a distance of 160.86'; thence N 26°39'18" W, a distance of 103.92'; thence N 0°09'41" W, a distance of 132.65'; thence N 12°52'59" W, a distance of 112.37'; thence N 41°13'55" W, a distance of 123.72'; thence N 19°38'02" W, a distance of 104.35'; thence N 29°50'27" W, a distance of 99.61'; thence N 62°40'36" W, a distance of 106.79'; thence N 73°47'35" W, a distance of 103.09'; thence N 56°32'35" W, a distance of 36.26'; thence N 68°56'28" W, a distance of 94.08'; thence N 87°25'03" W, a distance of 251.21'; thence N 7°41'01" E, a distance of 108.05'; thence N 1°56'17" E, a distance of 87.70'; thence N 15°56'03" E, a distance of 143.78'; thence S 89°07'57" E, a distance of 85.89'; thence S 81°10'57" E, a distance of 37.81'; thence S 25°54'57" E, a distance of 162.48'; thence S 16°58'27" E, a distance of 125.66'; thence N 71°06'57" E, a distance of 84.63'; thence N 66°00'51" E, a distance of 118.43'; thence S 50°21'13" E, a distance of 68.02'; thence S 24°58'19" E, a distance of 93.88'; thence S 41°45'16" E, a distance of 98.35'; thence S 11°29'29" E, a distance of 103.30'; thence S 38°13'10" E, a distance of 160.28'; thence S 19°17'12" E, a distance of 106.31'; thence S 24°33'02" E, a distance of 167.03'; thence S 17°57'35" E, a distance of 221.52'; thence S 9°24'45" W, a distance of 54.91'; thence S 17°16'28" E, a distance of 116.89'; thence S 19°16'05" W, a distance of 55.74'; thence N 81°45'15" W, a distance of 39.28' to the POINT OF BEGINNING; said described tract containing 4.95 ACRES, more or less.

Parcel K:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 11°20'35" W, a distance of 147.74'; thence N 15°51'02" W, a distance of 218.88'; thence N 24°25'29" W, a distance of 120.27'; thence N 28°35'29" W, a distance of 157.85'; thence N 39°13'02" W, a distance of 81.37'; thence N 17°21'54" W, a distance of 119.36'; thence N 20°47'58" W, a distance of 175.14'; thence N 36°56'11" W, a distance of 96.32'; thence N 0°30'15" W, a distance of 68.19'; thence N 43°44'18" W, a distance of 98.91'; thence S 84°12'31" E, a distance of 181.63'; thence S 60°21'46" E, a distance of 100.00'; thence N 83°56'20" E, a distance of 57.55'; thence N 26°44'21" E, a distance of 56.94'; thence N 5°34'26" W, a distance of 154.90'; thence N 7°56'24" E, a distance of 269.44'; thence N 10°14'37" E, a

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EXHIBIT A (continued)

distance of 278.02'; thence N 68°08'14" E, a distance of 129.97'; thence N 36°50'13" E, a distance of 120.97'; thence S 49°55'56" E, a distance of 139.43'; thence N 77°09'38" E, a distance of 95.38'; thence N 44°24'12" E, a distance of 99.25'; thence N 49°30'55" W, a distance of 131.77'; thence N 28°59'02" W, a distance of 95.29'; thence N 11°14'56" W, a distance of 174.11'; thence N 25°47'55" E, a distance of 189.44'; thence N 25°21'39" E, a distance of 111.37'; thence S 46°07'40" E, a distance of 53.18'; thence S 9°21'54" E, a distance of 116.84'; thence S 2°39'06" W, a distance of 141.58'; thence S 13°26'28" E, a distance of 257.54'; thence S 0°02'18" E, a distance of 209.13'; thence S 45°33'35" W, a distance of 167.79'; thence S 48°18'37" W, a distance of 88.02'; thence S 6°13'15" E, a distance of 50.15'; thence S 13°59'43" W, a distance of 91.71'; thence S 2°53'01" E, a distance of 116.02'; thence S 24°13'07" W, a distance of 155.86'; thence S 54°55'47" E, a distance of 160.08'; thence N 86°28'35" E, a distance of 130.56'; thence N 51°34'29" E, a distance of 85.01'; thence S 62°05'43" E, a distance of 32.06'; thence S 22°34'34" W, a distance of 240.19'; thence S 18°29'00" W, a distance of 211.50'; thence S 31°20'48" W, a distance of 159.05'; thence S 7°53'16" W, a distance of 99.17'; thence S 32°03'36" W, a distance of 153.68'; thence S 3°38'50" W, a distance of 182.12'; thence S 23°18'37" E, a distance of 113.52'; thence S 42°56'20" E, a distance of 107.56'; thence N 66°22'17" W, a distance of 121.13'; thence S 66°56'04" W, a distance of 117.00'; thence S 50°59'55" W, a distance of 130.50' to the POINT OF BEGINNING; said described tract containing **22.92 ACRES**, more or less.

Parcel L:

Commencing at point labeled "POB", said point being the POINT OF BEGINNING; thence S 85°20'46" W, a distance of 108.72'; thence N 86°14'25" W, a distance of 124.24'; thence N 45°41'38" W, a distance of 106.23'; thence N 83°22'47" W, a distance of 112.38'; thence N 41°30'23" W, a distance of 140.37'; thence N 2°56'44" W, a distance of 100.38'; thence N 17°37'23" W, a distance of 99.85'; thence N 9°31'27" W, a distance of 258.37'; thence N 19°22'30" W, a distance of 170.27'; thence N 21°09'05" E, a distance of 172.93'; thence N 39°04'15" E, a distance of 150.29'; thence N 52°09'36" E, a distance of 147.24'; thence N 27°12'10" E, a distance of 143.35'; thence N 45°21'34" E, a distance of 177.41'; thence N 42°12'36" E, a distance of 46.73'; thence N 34°32'15" E, a distance of 62.75'; thence N 24°11'24" W, a distance of 95.47'; thence N 56°50'08" W, a distance of 101.96'; thence N 58°29'06" W, a distance of 61.62'; thence N 49°06'01" E, a distance of 176.97'; thence N 79°16'43" E, a distance of 98.50'; thence N 84°39'25" E, a distance of 70.98'; thence S 67°39'17" E, a distance of 217.10'; thence S 14°37'35" W, a distance of 168.46'; thence S 14°29'27" W, a distance of 93.07'; thence S 26°07'29" W, a distance of 71.20'; thence N 71°33'37" W, a distance of 169.83'; thence S 69°18'56" W, a distance of 93.06'; thence S 24°04'25" W, a distance of 155.20'; thence S 31°53'55" W, a distance of 181.17'; thence S 41°04'04" W, a distance of 135.24'; thence S 17°58'17" W, a distance of 211.39'; thence S 10°51'06" W, a distance of 151.15'; thence S 36°55'55" E, a distance of 117.26'; thence S 40°30'49" E, a distance of 160.42'; thence S 43°49'32" E, a distance of 121.65'; thence S 35°26'05" E, a distance of 179.93'; thence S 33°52'43" E, a distance of 91.90'; thence S 31°13'55" E, a distance of 121.87'; thence S 0°11'09" W, a distance of 68.74' to the POINT OF BEGINNING; said described tract containing **10.01 ACRES**, more or less.

Parcel M:

Commencing at a point labeled Point of Beginning and heading along property now or formerly of George and Anna Pocisk and running S 67°08'53" W for 247.60' to an iron pin; thence turning and running N 52°40'12" W for 434.76 feet to an iron pin; thence turning and running N 04°30'01" W for 1523.67' to an iron pin; thence running N 55°17'38" E for 284.72' to an iron pin; thence N 47°34'13" E for 778.99' to an iron pin; thence N 57°21'36" E for 695.65' to an iron pin; thence turning and running S 72°48'04" E for 473.09' to a concrete monument; thence turning and running along the western right-of-way of Interstate 77 S 27°23'29" E for 251.00' to a concrete monument; thence S 27°23'33" E for 315.09' to a point; thence S 62°36'27" W, a distance of 23.87'; thence N 44°18'40" W, a distance of 104.10'; thence N 31°19'39" W, a distance of 133.42'; thence N 44°47'03" W, a distance of 141.05'; thence N 52°43'38" W, a distance of 90.77'; thence N 83°16'56" W, a distance of 83.98'; thence N 35°13'06" W, a distance of 50.96'; thence N 75°16'03" W, a distance of 105.88'; thence N 68°13'39" W, a distance of 86.20'; thence S 47°54'18" W, a distance of 186.47'; thence S 78°17'57" W, a distance of 74.31'; thence S 73°22'44" W,

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EXHIBIT A (continued)

a distance of 82.83'; thence S 64°49'31" W, a distance of 88.27'; thence S3°44'31" E, a distance of 102.01'; thence S 47°29'40" E, a distance of 62.51'; thence S 78°29'20" W, a distance of 55.76'; thence N 38°38'19" W, a distance of 62.94'; thence N 78°57'06" W, a distance of 105.31'; thence S 58°44'03" W, a distance of 142.28'; thence S 43°24'09" W, a distance of 180.14'; thence S 26°17'28" W, a distance of 107.68'; thence S39°22'42" W, a distance of 212.24'; thence S 45°17'43" W, a distance of 117.69'; thence S18°33'13" W, a distance of 147.88'; thence S 40°23'50" E, a distance of 83.99'; thence S 82°32'30" E, a distance of 28.13'; thence N 57°44'23" E, a distance of 58.54'; thence S 33°28'35" W, a distance of 154.43'; thence S 51°48'11" W, a distance of 141.61'; thence S33°10'10" W, a distance of 268.57'; thence S 3°30'48" E, a distance of 261.19'; thence S 51°28'16" E, a distance of 134.08'; thence S 9°34'36" E, a distance of 95.05'; thence S 25°57'53" E, a distance of 130.04'; thence S 18°04'26" E, a distance of 123.60'; thence S 51°39'22" E, a distance of 71.53'; thence S 9°37'11" E, a distance of 77.58'; thence S 33°25'40" E, a distance of 66.43'; thence S 15°34'32" E, a distance of 67.10'; thence S 20°11'35" E, a distance of 105.20'; thence S 52°19'15" E, a distance of 138.91' to a point which is the point of beginning. Said tract being 22.41 ACRES, more or less.

Parcel N:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 9°10'21" W, a distance of 62.62'; thence N 34°36'04" W, a distance of 46.86'; thence N 5°32'00" W, a distance of 142.14'; thence N 21°31'20" E, a distance of 104.36'; thence S 74°08'10" E, a distance of 36.65'; thence S 3°31'29" E, a distance of 79.69'; thence S 26°50'18" E, a distance of 78.82'; thence S 9°19'28" W, a distance of 116.43'; thence S 2°25'48" E, a distance of 60.27'; thence S 85°13'24" W, a distance of 47.58' to the POINT OF BEGINNING; said described tract containing 0.57 Acres, more or less.

Parcel P:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 60°10'29" W, a distance of 119.01'; thence N 13°37'23" W, a distance of 96.53'; thence N 34°20'19" W, a distance of 125.63'; thence N 41°48'59" E, a distance of 133.68'; thence N 54°33'31" E, a distance of 114.42'; thence S 3°49'03" W, a distance of 109.52'; thence S 24°09'04" E, a distance of 74.50'; thence S 3°55'48" W, a distance of 81.35'; thence S 29°58'12" E, a distance of 88.34'; thence S 28°17'39" W, a distance of 99.69' to the POINT OF BEGINNING; said described tract containing 1.19 ACRES, more or less.

Parcel Q:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 15°15'12" W, a distance of 56.92'; thence S 80°20'51" E, a distance of 95.42'; thence N 73°57'28" E, a distance of 70.44'; thence N 31°44'25" E, a distance of 85.88'; thence S 48°28'52" E, a distance of 77.48'; thence S 36°14'38" E, a distance of 68.85'; thence S 25°23'20" E, a distance of 97.18'; thence S 89°04'04" W, a distance of 74.03'; thence N 74°34'01" W, a distance of 52.64'; thence N 89°22'40" W, a distance of 44.29'; thence N 62°05'55" W, a distance of 99.07'; thence N 87°15'46" W, a distance of 75.84' to the POINT OF BEGINNING; said described tract containing 0.72 ACRES, more or less.

Parcel R:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence S79°46'16" W, a distance of 70.08'; thence N 60°04'42" W, a distance of 139.74'; thence N48°57'45" W, a distance of 63.76'; thence N 87°27'33" W, a distance of 49.86'; thence S61°04'52" W, a distance of 28.43'; thence S 4°33'21" W, a distance of 40.47'; thence S 22°03'05" E, a distance of 63.75'; thence S 71°34'02" W, a distance of 86.50'; thence N 27°41'26" W, a distance of 50.85'; thence N 31°19'27" E, a distance of 56.19'; thence N 25°40'01" E, a distance of 219.57'; thence N 36°25'22" E, a distance of 185.76'; thence S 5°18'03" E, a distance of 87.48';

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9/2/05 9:57 AM

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EXHIBIT A (continued)

thence S 7°23'20" W, a distance of 135.82'; thence S 19°58'07" E, a distance of 116.72'; thence S 62°17'36" E, a distance of 149.94' to the POINT OF BEGINNING; said described tract containing **1.12 ACRES**, more or less.

Amenities Parcel:

Beginning at an iron pin, labeled "POB", said point being the POINT OF BEGINNING, thence running S 77° 22' 05" W for 305.36 feet to an iron pin; thence S 77° 21' 58" W for 128.66 feet to a point; thence turning and running N 11° 37' 45" W for 194.17 feet to a point; thence N 25° 01' 41 " W for 109.07 feet to a point; thence N 18° 14' 47" E for 177.80 feet to a point; thence running N 62° 40' 22" W for 188.92 feet to a point; thence turning and running N 44° 32' 57" E for 168.49 feet to a point; thence N 06° 44' 05" E for 151.93 feet to a point; thence running along a curve bearing S 70° 31' 27" E with a radius of 231.68 feet and a length of 106.18 feet to a point; thence turning and running S 83° 22' 02" E for 204.13 feet to a point; thence running along a curve bearing S 57° 38' 25" E with a radius of 186.96 feet and a length of 180.92 feet to a point; thence S 28° 38' 04" E for 437.30 feet to a point; thence running along a curve bearing S 9° 56' 26" E with a radius of 460.33 feet and a length of 265.98 feet to a point; thence S 07° 52' 33" W for 286.46 feet to a point; thence turning and running N 87° 47' 54" W for 178.22 feet to a point; thence turning and running N 00° 17' 33" W for 62.00 feet; thence N 00° 10' 53" W for 288.02 feet back to the point of beginning. Said tract being **11.2 ACRES**, more or less.

Said aforementioned Parcels and Amenities Parcel of Tract 3 total 238.74 ACRES, more or less, according to the above-referenced plats.

This being the same property conveyed to Ginn-LA University Club Ltd., LLLP by deed from The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in Record Book 898 at page 1946; Quit Claim deed of The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in Record Book 898 at page 1973; and deed of The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in Record Book 898 at page 1966; and all property previously conveyed by the University Club Land Co., LLC in The Neighborhood and Phase IIA High Pointe Subdivisions by various deeds and as referenced by TMS Number below.

TMS No(s): 15200-01-33, 15200-01-34, 15200-01-35, 15200-01-36, 15200-01-37, 15200-01-38, 15200-01-39, 15200-01-40, 15200-01-42, 15200-01-43, 15200-01-44, 15200-01-45, 15200-01-47, 15200-01-48, 15200-01-49, 15200-01-50, 15300-05-01, 15200-01-55, 15201-01-01, 15201-01-02, 15201-01-03, 15201-01-04, 15201-01-05, 15201-01-06, 15201-02-01, 15201-02-02, 15201-02-03, 15201-02-04, 15201-02-05, 15201-02-06, 15201-02-07, 15201-02-08, 15201-02-09, 15201-02-10, 15201-02-11, 15201-02-12, 15201-03-01, 15201-03-02, 15201-03-03, 15201-03-04, 15201-03-05, 15201-03-06, 15201-04-01, 15201-04-02, 15201-04-03, 15201-04-04, 15201-04-05, 15201-04-06, 15201-04-07, 15201-04-08, 15201-04-09, 15201-04-10, 15201-04-11, 15201-05-01, 15201-05-02, 15201-05-03, 15201-06-01, 15201-06-02, 15201-06-03, 15201-06-04, 15201-06-05, 15201-06-06, 15201-06-07, 15201-06-08, 15201-06-09, 15201-06-10, 15201-06-11, 15201-06-12, 15201-06-13, 15201-06-14, 15201-06-15, 15201-06-16, 15201-06-17, 15201-07-01, 15201-07-02, 15201-07-03, 15201-07-04, 15201-07-05, 15201-07-06, 15201-07-07, 15201-07-09, 15201-07-10, 15201-07-11, 15201-07-12, 15201-07-13, 15201-08-01, 15201-08-02, 15201-08-03, 15201-08-04, 15201-08-05, 15201-08-06, 15201-08-07, 15201-08-09, 15201-08-10, 15201-08-11, 15201-08-12, 15201-08-13, 15201-08-14, 15201-09-01, 15202-01-01, 15202-01-02, 15202-01-03, 15202-01-04, 15202-01-05, 15202-01-06, 15202-01-07, 15202-01-08, 15202-01-09, 15202-01-10, 15202-01-11, 15202-01-12, 15202-01-13, 15202-01-14, 15202-01-15,

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9/2/05 9:57 AM

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EXHIBIT A (continued)

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9/2/05 9:57 AM

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EXHIBIT "B"

EXHIBIT "B"

**BYLAWS
OF
COBBLESTONE PARK
HOMEOWNERS ASSOCIATION, INC.**

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SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

-i-

9/2/05 9:57 AM

9

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EXHIBIT "B"**BYLAWS
OF
COBBLESTONE PARK
HOMEOWNERS ASSOCIATION, INC.****(a)
NAME AND LOCATION****(i) Name and Location.**

The name of the corporation is Cobblestone Park Homeowners Association, hereinafter referred to as the "Association." The principal office of the Association shall be located at the Development, or at such other place as may be designated by the Board.

**(b)
DEFINITIONS****(i) Incorporation.**

The definitions contained in the Declaration are incorporated by reference herein.

(1) The Declaration.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Cobblestone Park recorded in the Register of Deeds office for Richland County, South Carolina, and subsequent amendments thereto.

**(c)
MEETING OF MEMBERS AND VOTING****(i) Annual Meeting.**

The first meeting of the Members, whether an annual or a special meeting, shall be held on such day and at such time as the Board, upon majority vote, shall determine and which shall occur not more than twelve (12) months following the date of the close of the sale of the first Unit in the Regime. Subsequent annual meetings of the Members shall be held thereafter at an hour and place within thirty (30) days of the same month and day of such first meeting, as set by the Board.

(ii) Special Meetings.

Special meetings of the Members shall be promptly scheduled at any time by the Board upon vote of a majority of the Board of Directors or upon written request of the President. A special meeting of the Members shall be called upon written demand delivered to the Secretary by the Members representing five percent (5%) of the total voting power of the Association, notice of which shall be by written notice to all Members within thirty (30) days of the Secretary's receipt of the demand. For purposes of determining the five percent (5%), the record date shall be thirty (30) days before delivery of the written demand. Upon the failure of the Association to send notice of a special meeting within thirty (30) days following delivery of written demand as aforesaid, any Member signing the demand may set the time and place of the special meeting and give notice thereof to all Members in accordance with the Nonprofit Corporation Act.

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9/2/05 9:57 AM

EXHIBIT "B" (continued)**(iii) Notice and Place of Meetings.**

Unless otherwise provided in the Declaration, the Articles of Incorporation, in these By-Laws, or in the Nonprofit Corporation Act, written notice of each meeting of the Members, annual or special, shall be given by, or at the direction of, the Secretary, by mailing a copy of such notice, first class mail, postage prepaid, at least thirty (30) but not more than sixty (60) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. In the case of written demand of Members representing five percent of the total voting power of the (5%) Association, written notice of such meeting shall be given not more than thirty (30) days after written demand is delivered to the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting, and shall provide for voting by proxy. If action is proposed to be taken at any meeting for approval for any of the following proposals, the notice shall also state the general nature of the proposal: (a) removing a Director without cause; (b) filling vacancies in the Board of Directors by the Members; or (c) amending the Articles of Incorporation. Meetings shall be held within the Development or at a meeting place within the same county, as close to the Development as possible.

Notice of a meeting of Members need not be given to any Member who signs a waiver of notice, in person or by proxy, either before or after the meeting. The waiver must be delivered to the Association for inclusion in the minutes or filing with the corporate records. Attendance of a Member at a meeting, in person or by proxy, shall of itself constitute waiver of notice, except when the Member attends a meeting solely for the purpose of stating his objection, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened. Objection by a Member shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

(iv) Quorum.

Unless otherwise provided herein, in the Declaration, the Articles of Incorporation, or the Nonprofit Corporation Act, the presence of Members representing one-third ($\frac{1}{3}$) of the votes of all Members, in person or by proxy, shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum of one-third ($\frac{1}{3}$) of the votes of all Members is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough Members to leave less than such required quorum, provided that Members representing twenty percent (20%) of the total votes of the Association remain present in person and/or by proxy, and provided further that any action taken shall be approved by a majority of the Members required to constitute such quorum. If the required quorum is not present, another meeting may be called, not less than ten (10) nor more than sixty (60) days following the first meeting, and the required quorum at the subsequent meeting shall be the Members present, in person or by proxy, and entitled to vote. Unless otherwise provided, any reference hereafter to "votes cast" at a duly called meeting shall be construed to be subject to the quorum requirements established by this Section (c)(iv). If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section (c)(iii).

(v) Ballots and Representative Voting.**(1) Voting Referendum; Written Ballots.**

Any vote of Members on a matter that would be cast at an annual, regular or special meeting may be taken, without a meeting, by written ballot delivered to every Member by the Association. The ballot shall set forth the matter to be voted upon and provide thereon a place to vote for or against such matter. Approval by written ballot without a meeting shall be effective only when the number of votes cast by ballot

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9/2/05 9:37 AM

2

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EXHIBIT "B" (continued)

equals or exceed the quorum required to be present had the matter been considered at a meeting, and the number voting for the matter equals or exceeds the number of votes required to approve it had the matter been considered at a meeting at which the requisite quorum is present. A solicitation of votes by ballot shall (i) indicate the record date for Members eligible to vote; (ii) indicate the number of returned ballots voting for or against the matter that is required to satisfy the quorum requirement; (iii) state the required number of votes or percentage voting in favor of the matter required to approve it (except in the case of election of directors, which shall be by plurality); and (iv) state the date and time by which a Member's completed ballot must be received by the Secretary in order to be counted in the vote to be taken. A ballot, once delivered to the Secretary, may not be revoked. A Member's signed ballot shall be delivered to the Secretary by hand delivery, by U.S. mail, or by such other means as shall be permitted under South Carolina law, including, but not limited to and if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium, now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt.

(2) Proxies.

All of the provisions of this Section (c)(v)(2) are subject to Section 15.1(a) of the Declaration. To the extent that a provision set forth in this Section is inconsistent with Section 15.1(a) of the Declaration, the provisions of Section 15.1(a) of the Declaration shall control. At all meetings of Members, each Member may vote in person or by proxy. The appointment form of proxy shall be in writing and received by the Secretary before the appointed time of the meeting. Every proxy appointment shall automatically cease upon conveyance by the Member of his Unit, or upon receipt of written notice by the Secretary of the death or judicially declared incompetence of a Member prior to the counting of the vote, upon revocation of the appointment of the proxy in accordance with the Nonprofit Corporation Act, or upon the expiration of eleven (11) months from the date of the proxy. Unless the proxy appointment form otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. Any proxy appointment form distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon set forth in the notice of the meeting. The appointment shall provide that, where the Member specifies a choice, the vote shall be cast by the proxy in accordance with that choice. The form shall also identify the person or persons acting as the proxy and the length of time it will be valid. In addition, voting by a proxy shall comply with any other applicable requirements of the Corporation Act. The Member's signed proxy appointment form shall be delivered to the Secretary by hand delivery, by U.S. mail, and by such other means as shall be permitted under South Carolina law, including, but not limited to and if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium, now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt.

(vi) Membership and Voting.

Membership in the Association will be as set forth in the Declaration and in the Articles of Incorporation. Except as otherwise provided in the Declaration, the Articles of Incorporation, these By-Laws, or the Nonprofit Corporation Act, any action by the Association which must have the approval of the Members before being undertaken shall require voting approval by a majority of the votes cast by Members present at which the required quorum is present. An abstention shall be counted as a negative vote in calculating the majority. Members are divided into Type A and Type C Members for the sole purpose of computing voting rights and shall not vote as a class. Owners of Units in all phases shall have the same voting rights.

(vii) Eligibility to Vote.

Voting rights attributable to Units shall not vest until Assessments against those Units have been levied by the Association. Only Members in good standing shall be entitled to vote on any issue or matter presented to the Members for approval. In order to be in good standing, a Member must be current in the

SOLICITORS. 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

EXHIBIT "B" (continued)

payment of all assessments levied against the Member's Units and not subject to any suspension of voting privileges as a result of disciplinary proceeding conducted in accordance with the Declaration. A Member's good standing shall be determined as of the record date established in accordance with Section (c)(viii). The Association shall not be obligated to conduct a hearing in order to suspend a Member's voting privileges on the basis of the nonpayment of assessments, although a delinquent Member shall be entitled to request such a hearing.

(viii) Record Dates.**(1) Record Dates Established by the Board.**

For the purpose of determining which Members are entitled to receive notice of any meeting, vote, act by written ballot without a meeting, or exercise any rights in respect to any other lawful action, the Board may fix, in advance, a "record date" and only Members of record on the date so fixed are entitled to notice, to vote, or to take action by written ballot or otherwise, as the case may be, notwithstanding any transfer of any membership on the books of the Association after the record date, except as otherwise provided in the Articles of Incorporation, by agreement, or the Nonprofit Corporation Act. The record dates established by the Board pursuant to this Section shall be as follows:

(2) Record Date for Notice of Meetings.

In the case of determining those Members entitled to notice of a meeting, the record date shall be no more than ninety (90) nor less than ten (10) days before the date of the meeting;

(i) Record Date for Voting.

In the case of determining those Members entitled to vote at a meeting, the record date shall be no more than sixty (60) days before the date of the meeting;

(ii) Record Date for Action by Written Ballot Without Meeting.

In the case of determining Members entitled to cast written ballots, the record date shall be no more than sixty (60) days before the day on which the first written ballot is mailed or solicited; and

(iii) Record Date for Other Lawful Action.

In the case of determining Members entitled to exercise any rights in respect to other lawful action, the record date shall be no more than sixty (60) days prior to the date of such other action.

(iv) "Record Date" Means as of the Close of Business.

For purposes of this subparagraph A, a person holding a membership as of the close of business on the record date shall be deemed the Member of record.

(3) Failure of Board to Fix a Record Date.

If the Board, for any reason, fails to establish a record date, rules set forth in the Nonprofit Corporation Act shall apply.

(ix) Action Without Meeting.

Any action that may be taken at any annual or special meeting of Members (except the election of Directors) may be taken without a meeting in accordance with the provisions of the Nonprofit Corporation Act. Any form of written ballot distributed by any person to the membership of the Association shall afford the

EXHIBIT "B" (continued)

opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except it shall not be mandatory that a candidate for election to the Board be named in the written ballot. The written ballot shall provide that, where the Member specifies a choice, the vote shall be cast in accordance with that choice.

(x) Conduct of Meetings.

Meetings of the membership of the Association shall be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Association may adopt. Except as otherwise provided by law, any proper matter may be presented at the meeting for action. Members of the Association shall have access to Association records in accordance with the Nonprofit Corporation Act. No Member of the Association shall have any right as an Association Member to attend any meeting of the Board, except such meetings of the Board as the Board of Directors shall, in the exercise of its sole discretion, open to the membership or any other person. In any matter relating to the discipline of an Association Member, the Board shall always meet in closed session if requested by that Member, and the Member shall be entitled to attend such closed session.

(d)

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

(i) Number.

The affairs of the Association shall be managed by a Board of Directors, all of whom must be Members of the Association, or an officer, director, employee or agent of a Member, including the Declarant. The initial Board of Directors shall consist of three (3) Directors who shall be appointed by the Declarant. The Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association pursuant to the Declaration until the expiration of the Declarant Control Period. Within sixty (60) days after the expiration of the Declarant Control Period, the Members shall elect five (5) Directors. The Association shall either call, and give not less than thirty (30) days' and not more than sixty (60) days' notice of, such special meeting of the Members to elect the Board of Directors, or the date on which the Association shall count the written ballots distributed to the Members with such notice for the election of the Board of Directors. Each year thereafter, the Members shall elect such number of Directors as shall exist whose terms are expiring.

(ii) Term of Office.

The election of Directors shall be by plurality, the number of nominees equal to the number of vacancies to be filled receiving the greatest number of votes being elected. However, at the meeting of the Association following expiration of the Declarant Control Period held to elect five (5) Directors or the date following expiration of the Declarant Control Period when written ballots are to be counted for the election of such Directors pursuant to Section (d)(i), the two (2) nominees receiving the highest number of votes will each be elected for a term of two (2) years, and the next three (3) nominees receiving the highest number of votes will each be elected for a term of one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve for a term of two (2) years. Unless vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected.

(iii) Removal; Vacancies.

A Director appointed by the Declarant may only be removed by the Declarant, otherwise, a Director may be removed from office, with or without cause, at any regular or special meeting of the Members by sixty-seven percent (67%) of the votes of the Members voting in person or by proxy at a meeting at which a quorum is present. A successor to any removed Director may be elected at the same meeting at which the vacancy is created by the removal of the Director. A Director whose removal is proposed to be voted upon at any meeting

SOLICITORS. 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

5

Richland County ROD

John G Norris

EXHIBIT "B" (continued)

shall be given notice of the proposed removal not less than 10 days prior to the date of the meeting and shall be given an opportunity to be heard at the meeting. In the event of death or resignation of a Director, the vacancy shall be filled by majority vote of the Board at a duly held meeting, or by the sole remaining Director. A successor Director shall serve for the unexpired term of his or her predecessor. The Members may elect a Director at any time to fill any vacancy not filled by the Directors.

(iv) Compensation.

No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for his actual expenses, if reasonable, that are incurred in the performance of his or her duties, including, but not limited to, travel expenses.

(v) Indemnification of Corporate Agents.

The Association shall indemnify any present or former Director, officer, employee or other agent of the Association to the fullest extent authorized under the Nonprofit Corporation Act, or any successor statute, and may advance to any such person funds to pay expenses that may be incurred in defending any action or proceeding on receipt of an undertaking by or on behalf of such person to repay such amount unless it is ultimately determined that such person was not entitled to indemnification under this provision.

(e)

NOMINATION AND ELECTION OF DIRECTORS**(i) Nomination.**

Nomination for election to the Board of Directors may be made by a Nominating Committee established by the Board of Directors, otherwise upon motion or other procedure adopted therefor by the Board. Notice to the Members of the meeting shall include the names of all those who are nominees at the time the notice is sent. Nominations to be placed on the ballot may also be solicited by the Nominating Committee or the Board from the membership, and if the election is to take place at a meeting and not solely by written ballot, nominations may also be made from the floor at the meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than sixty (60) days prior to the meeting of the Members at which the election is to be held, or if the election is to take place solely by written ballot not less than sixty (60) days prior to the date set on the ballot as the election date when ballots are to be counted, and shall serve until the close of the election. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. All candidates shall have reasonable opportunity to communicate their qualifications to Members and to solicit votes.

(ii) Election.

The first election of the Board shall be conducted as set forth in Section (d)(i). At such election the Members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. No cumulative voting shall be permitted. Voting for Directors at a meeting shall be by secret written ballot. Voting for Directors may also be conducted by written ballot pursuant to Section (c)(v)(1).

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

EXHIBIT "B" (continued)**(f)
MEETINGS OF DIRECTORS****(i) Regular Meetings.**

Regular meetings of the Board of Directors shall be held at least annually at such place within the Development, and at such hour as may be fixed from time to time by resolution of the Board. If a larger meeting room is required than exists within the Development, the Board shall select a room as close as possible to the Development. Should a regularly scheduled meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, excluding Saturday and Sunday.

(ii) Special Meetings.

Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President or Secretary of the Association, or by any two (2) Directors. Notice of the special meeting shall specify the time and place of the meeting and the nature of the special business to be considered.

(iii) Quorum.

A majority of the Directors then in office (but not less than two (2)) shall constitute a quorum for the transaction of business. Every act performed or decisions made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. 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 a majority of the required quorum for that meeting.

(iv) Executive Session.

The Board may, with approval of a majority of the Directors present at a meeting in which a quorum for the transaction of business has been established, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel and matters involving contracts of which the Association is a party, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

(v) Telephone Meetings.

Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting. An explanation of the action shall be filed with the minutes of the proceedings of the Board.

(vi) Waiver of Notice.

The transaction 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.

(vii) Notice of Adjourned Meeting.

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case personal notice of the time and place

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

EXHIBIT "B" (continued)

shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

(viii) Action Without Meeting.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

(ix) Notices Generally.

Notice of any meeting of the Board of Directors, whether regular or special, shall be given to each Director by one (1) of the following methods; a) by personal delivery; b) written notice by first class mail, postage prepaid; c) by telephone communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; d) by telegram, charges prepaid; or e) by facsimile transmission to the fax number of the Directors or to e-mail address of the Directors, with proof of transmission and receipt thereof being retained in the minutes of the meeting. All such notices shall be given or sent to the Director's address, telephone number, fax number or e-mail address as shown on the records of the Association. Such notice shall be sent to all Directors not less than seventy-two (72) hours prior to the scheduled time of the meeting, provided, however, 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, telegraph, facsimile transmission or e-mail shall be delivered, telephoned, given to the telegraph company, faxed or e-mailed, as the case may be, at least seventy-two (72) hours before the time set for the meeting. Notice of any meeting need not be given to any Director who has signed a waiver of notice or written consent to holding of the meeting.

(g)

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

(i) Duties.

It shall be the duty of the Board of Directors to

(1) Maintenance.

Perform the maintenance described in the Declaration;

(2) Insurance.

Maintain insurance as required by the Declaration;

(3) Discharge of Liens.

Discharge by payment, if necessary, any lien against the Common Areas and assess the cost thereof to the Member or Members responsible for the existence of the lien (after notice and hearing as required by these Bylaws);

(4) Assessments.

Fix, levy, collect and enforce Assessments as set forth in the Declaration;

SOLICITORS. 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

EXHIBIT "B" (continued)**(5) Expenses and Obligations.**

Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(6) Records.

Cause to be kept minutes of annual meetings of Members and to present such minutes to the Members at the next annual meeting of the Members; minutes of any special meeting when such statement is requested in writing by one-fourth (¼) of the Type A Members; and to keep adequate and correct books and records of account, minutes of proceedings of its Board and committees, and a roll of its Members giving their names and addresses and classes of membership;

(7) Supervision.

Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(8) Review of Financial Records.

Review on at least a quarterly basis a current reconciliation of the Association's operating and reserve accounts, the current year's actual reserve revenues and expenses compared to the current year's budget, and an income and expense statement for the Association's operating and reserve accounts. In addition, the Board shall review the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts. For purposes herein, "reserve accounts" shall mean monies that the Association's Board has identified for use to defray the future repair or replacement of, or additions to, these major components, which the Association is obligated to maintain.

(9) Reserve Account Withdrawal Restrictions.

Require that at least two (2) signatures are needed for the withdrawal of monies from the Association's reserve accounts, at least one (1) of whom shall be a member of the Board. One (1) signature may be that of the Association's manager or such manager's designee.

(10) Reserve Account Fund Management.

The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, major components which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established.

(11) Reserve Studies.

At least every five (5) years the Board shall cause an independent analysis of the reserve component of the operating budget to be conducted to confirm that component replacement costs and useful lives are accurately reflected in the reserve allocation.

(ii) Powers.

The Board of Directors shall have power to

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

EXHIBIT "B" (continued)**(1) Manager.**

Employ a manager as provided in the Declaration;

(2) Adoption of Rules.

Adopt rules in accordance with the Declaration, including rules setting aside Common Area parking spaces as handicap parking only, and adopt rules limiting the number of cars that will be permitted to be parked in the Common Area parking spaces;

(3) Assessments, Liens and Fines.

Levy and collect Assessments and impose fines as provided in the Declaration.

(4) Enforcement.

Enforce these Bylaws and/or the Declaration as provided in Article 13 of the Declaration.

(5) Contracts.

Contract for goods and/or services in accordance with the Declaration.

(6) Delegation.

Delegate its authority and powers to committees, officers or employees of the Association or to a manager employed by the Association. The Board may not delegate the authority to procure insurance, make capital expenditures for additions or improvements chargeable against the reserve funds; to conduct hearings concerning compliance by an Owner or his tenant, lessee, guest or invitee with the Declaration or rules and regulation promulgated by the Board, or to make a decision to levy monetary fines, impose special Assessments against individual Units, temporarily suspend an Owner's rights as a Member of the Association or otherwise impose discipline following any such hearing; to make a decision to levy Annual or Special Assessments; or to make a decision to bring suit, record a claim of lien, or institute foreclosure proceedings for default in payment of Assessments. Any such delegation shall be revocable by the Board at any time. The members of the Board, individually or collectively, shall not be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board.

(7) Appointment of Trustee.

Appoint a trustee as provided in the Declaration.

(8) Borrowings.

Borrow money (i) for the purpose of improving the Development, or any portion thereof, (ii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Development, (iii) for providing services authorized herein, and, (iv) to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association will be subject and subordinate to any and all rights, interest, options, licenses, easements, and privileges herein reserved or established for the benefit of the Declarant, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

EXHIBIT "B" (continued)**(9) Other Powers.**

In addition to any other power contained herein or in the Declaration, the Association may exercise the powers granted to a nonprofit mutual benefit corporation as enumerated in the Nonprofit Corporation Act.

(iii) Prohibited Acts.

The Board shall not take any of actions prohibited of it under the Declaration except with the vote or written consent of a majority of the Members other than the Declarant.

(h)**OFFICERS AND THEIR DUTIES****(i) Enumeration of Officers.**

The officers of this Association shall be a President and Secretary, who shall at all times be members of the Board of Directors, a Vice President, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

(ii) Election of Officers.

The Declarant shall have the sole right to appoint and remove officers during the Declarant Control Period. Thereafter, all officers shall hold office at the pleasure of the Board.

(iii) Term.

The Board shall elect the officers of this Association annually and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

(iv) Special Appointments.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

(v) Resignation and Removal.

Any officer may be removed from office, with or without cause, by the Board, but not from the Board, if the officer is also a Board member. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(vi) Vacancies.

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

(vii) Duties.

The duties of the officers are as follows

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

EXHIBIT "B" (continued)**(1) President.**

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all promissory notes. The President shall have the general powers and duties of management usually vested in the office of the President of a South Carolina Nonprofit Corporation, and shall have such powers and duties as may be prescribed by the Board or by these Bylaws.

(2) Vice President.

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

(3) Secretary.

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with the addresses, and shall perform such other duties as required by the Board. The ministerial functions of the Secretary in recording votes, keeping minutes, sending notices, and keeping the records of names and addresses of Members may be delegated to an Association manager.

(4) Treasurer.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; shall keep proper books of account; and shall prepare and shall distribute budgets and statements. The ministerial functions of the Treasurer in sending Assessment notices, receiving and depositing Assessments, keeping books and ledgers of account, and preparing and distributing budgets and statements may be delegated to an Association manager.

(i)
COMMITTEES

(i) Appointment.

A Design Review Committee may be appointed as provided in the Declaration, and a Nominating Committee may, in the discretion of the Board, shall be appointed as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose. No committee, regardless of Board resolution, may: a) take any final action on matters which, under the Nonprofit Corporation Act also requires Members' approval; b) fill vacancies on the Board of Directors or in any committee; c) amend or repeal Bylaws or adopt new Bylaws; d) amend or repeal any resolution of the Board of Directors; e) appoint any other committees of the Board of Directors or the members of those committees; f) approve any transaction to which the Association is a party and in which one (1) or more Directors or committee members have a material financial interest.

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

EXHIBIT "B" (continued)**(j)
BOOKS AND RECORDS****(i) Inspection by Members.**

The membership register (including names, mailing addresses, telephone numbers and voting rights), books of account and minutes of meetings of the Members, of the Board (including drafts and summaries), and of committees shall be made available for inspection and copying by any Member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within the Development as the Board shall prescribe. Board minutes shall be available to Members within thirty (30) days of the meeting, and shall be distributed to any Member upon request and upon reimbursement of the costs in making that distribution.

(ii) Rules for Inspection.

The Board shall establish reasonable rules with respect to:

- a. Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- b. Hours and days of the week when such an inspection may be made;
- c. Payment of the cost of reproducing copies of documents requested by a Member.

(iii) 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 copies of documents, at the expense of the Association.

(iv) Documents Provided by Board.

Upon written request, the Board shall, within ten (10) days of the mailing or delivery of such request, provide an Owner with a copy of the governing documents of the Development, a copy of the most recent budget and statements of the Association, and a true statement in writing from an authorized representative of the Association as to the amount of the Association's current Annual and Special Assessments and fees, as well as any Assessments levied upon the Owner's interest which, as of the date of the statement, are or may be made a lien upon the Owner's Units. The Board may impose a fee for providing the foregoing which may not exceed the reasonable cost to prepare and reproduce the requested documents.

**(k)
MISCELLANEOUS****(i) Amendments.**

Prior to close of the sale of the first Unit, the Declarant may amend these Bylaws. After sale of the first Unit these Bylaws may be amended, only as provided in the Declaration or in the Nonprofit Corporation Act.

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

EXHIBIT "B" (continued)**(ii) Conflicts.**

In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

(iii) Fiscal Year.

Unless directed otherwise by the Board, the fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Richland County ROD

John G Norris

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

14

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EXHIBIT "C"

ARTICLE 1 Mandatory Procedures for Non-Exempt Claims. Any Claimant with a Claim against a Respondent shall comply with the following procedures.

1.1 **Notice.** Within a reasonable time after the Claim in question has arisen, and in each event prior to the date when institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitation, Claimant will notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

(a) the nature of the Claim, including applicable date, time, location, persons involved, Respondent's role in the Claim and the provisions of the Declaration or other authority out of which the Claim arises;

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

(c) 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.

1.2 **Negotiation.**

(a) Each Claimant and Respondent (the "Parties") will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation, not later than 30 days following the Notice, unless otherwise agreed by the Parties.

(b) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint an attorney licensed to practice law in the State of South Carolina to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes his or her efforts will be beneficial to the Parties. Such an attorney will have been actively engaged in the practice of law for at least fifteen (15) years, specializing in commercial transactions with substantial experience in planned real estate developments and will not have a conflict of interest with any of the Parties.

1.3 **Final and Binding Arbitration.**

(a) If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiation"), a Claimant will have 30 days within which to submit the Claim to binding arbitration under the auspices and the Commercial Arbitration Rules of the American Arbitration Association; and in accordance with the substantive and procedural laws of the state of South Carolina, except as said rules, procedures and substantive laws are applied otherwise as follows:

(i) Unless the parties mutually set another date, within ten (10) days following Termination of Negotiation, Claimant and Respondent will jointly select one arbitrator, whose decision will be absolutely binding on all Parties; provided, however, if Claimant and Respondent are unable to jointly select one arbitrator within said ten (10) -day period, or on or before any later day set by them by which to select an arbitrator, the arbitrator will be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will be conducted in Columbia, South Carolina before a neutral person who is a member of the Bar of the State of South Carolina, who has been actively engaged in the practice of law for at least fifteen (15) years, specializing in commercial transactions with substantial experience in planned real estate developments, and who has no conflict of interest with any Party. The arbitrator may award any remedy or relief that a court of the State of South Carolina could order or grant, including, without limitation, specific performance of any

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

EXHIBIT "C" (continued)

obligation created under this Declaration, or the issuance of an injunction, as well as the imposition of sanctions for abuse or frustration of the arbitration process; provided, however, the arbitrator will have no authority to award punitive damages or any other damages not measured by the actual damages of the "Prevailing Party," as said term is hereinafter defined, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Declaration.

(b) In the event Claimant does not submit the Claim to binding arbitration as aforesaid, the Claim is deemed abandoned, and Respondent is released and discharged from any and all liability to Claimant arising out of the Claim; provided, nothing herein will release or discharge Respondent from any liability to a person not a Party to the foregoing proceedings, or the mandatory requirements of this Paragraph 1.3 with respect to any subsequently arising new dispute or claim by the Claimant which is identical or similar to the Claim previously deemed abandoned under this Paragraph 1.3(b).

This Paragraph ARTICLE 1 is an agreement of the Bound Parties to arbitrate all Claims against Respondent, except Exempt Claims, and is specifically enforceable under South Carolina law. The arbitration award (the "Award") is final and binding on the Parties, and judgment upon the Award rendered by the arbitrator may be entered upon it in any court of competent jurisdiction.

ARTICLE 2 Allocation of Costs of Resolving Claims.

2.1 Costs of Notice and Negotiation. Each Party will bear all of its own costs incurred prior to and during the proceedings described in Paragraphs 1.1 and 1.2, including the fees of its attorney or other representative. Claimant and Respondent will share equally the costs and expenses of any attorney appointed by the Board pursuant to Paragraph 1.2, whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the Board is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses.

2.2 Arbitration Costs. In the event the Claim proceeds to arbitration pursuant to Paragraph 1.3, the "Prevailing Party," as hereinafter defined, will receive from the non-Prevailing Party, all of its costs and expenses, including reasonable expert and attorney's fees, incurred from commencement of selection of the arbitrator under Paragraph 1.3 to the issuance of the Award. Furthermore, the non-Prevailing Party will pay all costs and expenses of the arbitration, including the costs and expenses of any attorney appointed by American Arbitration Association pursuant to Paragraph 1.3, whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the American Arbitration Association is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses. The "Prevailing Party" will be determined as follows:

(a) Not less than ten (10) days prior to the first day of the proceeding, a Party or Parties may file and serve on the other Party(ies) an offer of settlement, and within five (5) days thereafter the Party(ies) served may respond by filing and serving such Party(ies) its own offer of settlement. An offer of settlement will state that it is made under this paragraph and will specify the amount which the Party(ies) serving the settlement offer is/are willing to agree constitutes a settlement of all claims in dispute, including the Claim and all counterclaims.

(b) An offer of settlement is considered rejected by the recipient unless an acceptance, in writing, is served on the Party(ies) making the offer prior to the first day of the proceeding.

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

EXHIBIT "C" (continued)

(c) If an offer of settlement is rejected, it may not be referred to for any purpose in the proceeding, but may be considered solely for the purpose of awarding fees, costs and expenses of the proceeding under Paragraph 1.3 and as provided in this paragraph.

(d) If the Claimant makes no written offer of settlement, the amount of the Claim made or asserted by the Claimant during the action is deemed to be such Claimant's final offer of settlement hereunder.

(e) If the Respondent makes no written offer of settlement, the final offer of settlement by the Respondent will be the amount asserted during the action to be due in satisfaction of the Claimant's claims, otherwise the Respondent's offer of settlement hereunder is deemed to be zero.

(f) If the respondent asserts a counterclaim, then offers of settlement shall take into consideration such counterclaim in the manner above provided. Furthermore, any Award shall also take into account such counterclaim.

(g) The Party(ies) whose offer, made or deemed made, is closer to the Award granted in the proceeding is considered the "Prevailing Party" hereunder. If the difference between Claimant's and Respondent's offers and the Award is equal, neither Claimant nor Respondent is considered to be the Prevailing Party for purposes of determining the award of fees, costs and expenses of arbitration.

ARTICLE 3 Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation in accordance with Paragraph 1.2 and any Party thereafter fails to abide by the terms of the agreement reached through negotiation, or if, following arbitration, any Party thereafter fails to comply with the Award, then any other Party may file suit or initiate administrative proceedings to enforce the agreement or Award without the need to again comply with the procedures set forth in Section 14.3 of the Declaration. In such event, the Party taking action to enforce the agreement or Award is entitled to recover from the noncomplying Party (or if more than one noncomplying Party, from all the Parties jointly and severally) all costs incurred in enforcing the agreement or Award, including, without limitation, attorney's fees and court costs.

SOLICITORS, 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

EXHIBIT "D"

DISTRICT PROPERTY

TRACT 3: (includes The Neighborhood and High Pointe Subdivisions)

All that certain piece, parcel or tract of land, situate, lying and being in the Town of Blythewood in the County of Richland, State of South Carolina and being shown and designated as **PARCELS A, B, C, D, E, F, G, H, J, K, L, M, N, P, Q, R AND AMENITIES PARCEL** on a plat prepared for Ginn-LA University Club Ltd., LLLP by Survey and Mapping Services, Inc. dated October 29, 1997, last revised January 21, 2004, recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1913**, being further delineated and described as follows:

Parcel A:

Commencing at a point labeled "POB" and running S 77° 21'58" W along lands now or formerly of Sandy Level Baptist Church for 281.20' to an iron pin; thence turning and running N 89° 38' 42" W for 396.40' to an iron pin; thence N 89° 48' 23" W for 503.57' to an iron pin; thence N 89° 46'56" W for 225.32' to an iron pin; thence running S 89° 52' 24" W for 929.60' to an iron pin; thence turning and running S 09° 00'00" E for 967.35' to an iron pin; thence N 86° 05' 24" W for 33.46' to an iron pin; thence N 84° 54' 15" W for 202.75' to an iron pin; thence N 82° 07'43" W for 193.39' to an iron pin; thence turning and running N 09° 08' 22" W for 1137.86' to an iron pin; thence N 06° 52'03" W for 300.14' to a point; thence N 00° 05'39" W for 376.76' to a point; thence N 04° 25'29" E for 494.83' to a point; thence N 01° 05'58" W for 301.42' to a point; thence N 10° 08'09" W for 307.23' to a point; thence N 18° 11'49" W for 235.72' to an iron pin; thence N 22° 43' 49" W for 107.42' to an iron pin; thence turning and running S 33° 54' 18" E for 109.08' to an iron pin; thence turning and running N 28° 31'48" E for 273.90' to an iron pin; thence N 03° 50' 11" W for 555.37' to an iron pin; thence turning and running N 80°05'44" E for a distance of 240.10' to a point; thence turning and running N 09°53'00" W for a distance of 234.00' to a point; thence turning and running S 80°07'19" W for a distance of 215.30' to a point; thence N 03° 50' 11" W for 312.87' to an iron pin; thence N 32° 05' 43" E for 453.96' to an iron pin; thence turning and running N 47° 43' 08" W for 300.17 feet to an iron pin; thence S 83°52'37" E, a distance of 108.10'; thence S 52°27'47" E, a distance of 192.73'; thence S 17°57'35" E, a distance of 131.77'; thence S 21°30'47" E, a distance of 50.58'; thence S 36°44'39" W, a distance of 53.54'; thence S 8°02'34" W, a distance of 95.13'; thence S 29°48'40" E, a distance of 116.68'; thence S 11°31'03" W, a distance of 74.93'; thence S 4°40'09" E, a distance of 133.45'; thence S 64°10'46" E, a distance of 186.89'; thence S 83°09'43" E, a distance of 140.96'; thence S 58°19'35" E, a distance of 92.34'; thence S 75°25'10" E, a distance of 83.29'; thence S 35°07'59" E, a distance of 76.39'; thence S 18°22'40" E, a distance of 135.15'; thence S 16°47'38" E, a distance of 97.66'; thence S 42°38'10" E, a distance of 68.06'; thence N 86°24'56" W, a distance of 200.92'; thence S 83°19'44" W, a distance of 187.14'; thence S 7°20'55" E, a distance of 113.86'; thence S 66°11'43" W, a distance of 56.94'; thence S 4°15'57" E, a distance of 88.11'; thence S 69°37'34" W, a distance of 105.88'; thence S 32°36'24" W, a distance of 79.16'; thence S 10°51'11" E, a distance of 391.63'; thence S 31°48'47" E, a distance of 538.76'; thence N 55°03'33" E, a distance of 183.21'; thence N 41°05'38" E, a distance of 338.60'; thence S 48°52'10" E, a distance of 158.46'; thence S 18°12'51" E for a distance of 235.07'; thence S 41° 07'12" W, a distance of 103.97'; thence S 56°25'26" W, a distance of 53.54'; thence S 46°36'09" W, a distance of 158.23'; thence S 17°10'37" W, a distance of 182.37'; thence S 13°15'53" W, a distance of 91.21'; thence S 1°19'11" E, a distance of 51.00'; thence S 24°32'35" W, a distance of 94.96'; thence S 8°26'55" W, a distance of 116.02'; thence S 4°28'35" E, a distance of 114.32'; thence S 19°26'34" E, a distance of 129.36'; thence S 9°51'04" E, a distance of 158.09'; thence N 71°53'32" W, a distance of 61.71'; thence S 61°16'26" W, a distance of 59.72'; thence S 57°29'54" W, a distance of 22.67'; thence S 15°48'24" W, a distance of 90.71'; thence S 18° 17'27" E, a distance of 53.50'; thence S 41°52'07" E, a distance of 82.25'; thence S 42°00'17" E, a distance of 110.68'; thence S 38°15'26" E, a distance of 165.71'; thence S 35°17'21" E, a distance of 130.13'; thence N 87°01'24" E, a distance of 88.60'; thence N 77°27'24" E, a distance of 96.62'; thence N 67°32'10" E, a distance of 128.48'; thence S 78°18'56" E, a distance of 115.57'; thence N 14°35'42" E, a distance of 225.81'; thence N 0°07'43" W, a distance of 180.16'; thence N 24°51'59" E, a distance of 202.76'; thence N 7°52'04" E, a distance of 128.19'; thence N 27°36'42" E, a distance of 51.46'; thence N 12°28'48" E, a distance of 135.34'; thence N 0°07'45" W, a distance of 164.91'; thence N 25°59'30" E, a distance of 84.86'; thence N 3°24'06" E, a distance of 54.85'; thence N 46°09'31" E, a distance of 77.60'; thence N 9°07'57" W, a distance of 196.26'; thence N 74°03'44" E, a distance of 139.81'; thence S 48°28'59" E, a distance of 114.82'; thence S 42°12'13" E, a distance of 125.18'; thence S 52°02'05" E, a distance of 81.74'; thence S 36°10'07" E, a distance of 154.91'; thence S 60°23'06" E, a distance of

SOLICITORS. 59560, 00005, 101054081.3, Cobblestone Declaration

9/2/05 9:57 AM

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Richland County ROD

John G Norris

EXHIBIT "D" (continued)

98.49'; thence S 31°53'29" E, a distance of 201.29'; thence S 79°32'20" E, a distance of 104.16' to the point of curvature of a curve, concave to the northeast, having a radius of 231.68' a central angle of 46°58'07", and a chord of 184.65' bearing S 33°54'38" E; thence southerly along said curve, a distance of 189.92'; thence S 06°44'05" W for a distance of 151.93' to a point; thence S 44°32'57" W for a distance of 168.49' to a point; thence S 62°40'22" E for a distance of 188.92' to a point; thence turning and running S 18°14'47" W for a distance of 177.80' to a point; thence turning and running S 25°01'41" E for a distance of 109.07' to a point; thence S 11°37'45" E for a distance of 194.17' to a point which is the point of beginning.

Said described Parcel A containing **108.39 ACRES**, more or less (which includes Option Parcel One containing 3.0 acres).

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PORTIONS OF THIS AGREEMENT ARE SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, §15-48-10, S.C. CODE OF LAWS OF 1976, AS AMENDED.

FIRST AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

COBBLESTONE PARK

AND

SUPPLEMENTAL DECLARATION

Book 1117-3721

2005091051 11/03/2005 16:42:40:360

Fee: \$165.00 County Tax: \$0.00

Declaration of Covenants

State Tax: \$0.00



2005091051 John G. Norris

Richland County ROD

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS	3
1.1 Definitions	3
ARTICLE 2 THE GENERAL PLAN FOR COBBLESTONE PARK.....	10
2.1 Plan of Development of the Property	10
2.2 Additions to Property.....	11
2.3 Withdrawal of Property by Declarant.....	13
2.4 Conveyances of Common Areas.....	13
2.5 Owner's Interest Subject to Plan of Development.....	14
ARTICLE 3 PLAN OF DEVELOPMENT OF THE GOLF COURSE LAND, SPRING HOUSE CLUB PROPERTY AND OTHER CLUB PROPERTY	14
3.1 The Golf Course Land	14
3.2 Spring House Club Property	14
3.3 Club Property Not Governed by the Association	14
3.4 Mandatory Membership in the Club.....	14
3.5 Membership Plan Documents.....	15
3.6 Club Charges	15
3.7 Club Property.....	15
3.8 Acknowledgements Regarding Club Property	16
3.9 Rights of Access and Parking	17
3.10 Utility and Services Easements.....	17
3.11 Drainage and Irrigation Easement	18
3.12 Easement to Enter upon Units	18
3.13 Assumption of Risk and Indemnification	18
3.14 Landscape Easement.....	19
3.15 Golf Play Easement	19
3.16 The Club's Approval Rights.....	19
ARTICLE 4 DESIGN GUIDELINES; APPROVAL.....	20
4.1 Purpose	20
4.2 Cobblestone Park's Featured Builders.....	20
4.3 Design Review; Development and Construction.....	21
4.4 Members of the ACB.....	22
4.5 Review of Proposed Construction	22

TABLE OF CONTENTS
(continued)

	<u>Page</u>
4.6 Non-Liability of ACB Members.....	23
4.7 Design Guidelines and Procedures	23
4.8 Variances	24
4.9 Limitation of Liability	24
4.10 Assignment of Review and Approval Rights	25
4.11 Association Succession; Establishment of Design Review Committee.....	25
4.12 The Design Guidelines Generally.....	26
4.13 Approval Not a Guarantee	27
4.14 Enforcement.....	27
4.15 Amendment.....	27
ARTICLE 5 USE RESTRICTIONS.....	27
5.1 Building Restrictions	27
5.2 Trees 30	
5.3 Alteration of Setback Lines in the Best Interest of Development	30
5.4 Use of Residential Units	30
5.5 Antennas	31
5.6 Water Wells	31
5.7 Clotheslines.....	31
5.8 Propane Gas Tanks	31
5.9 Firearms and Fireworks	31
5.10 Exclusion of Above Ground Utilities	31
5.11 Signs 31	
5.12 Pets 32	
5.13 Drainage.....	32
5.14 Artificial Vegetation, Exterior Sculpture and Similar Items	32
5.15 Trash Containers.....	32
5.16 Nuisances.....	32
5.17 Motor Vehicles, Trailers, Boats, Etc.....	33
5.18 Mining and Drilling	33
5.19 Owner's Landscape Maintenance Between Lot Line and Adjacent Paving.....	33
5.20 Owner's Landscape Maintenance Between Lot Line and Adjacent Club Property.....	33
5.21 Owner's Landscape Maintenance Between Lot Line and Spring House Club Property	34

TABLE OF CONTENTS
(continued)

Page

5.22	Development, Sales and Construction Activities.....	34
5.23	Use of Trademark	34
5.24	Owner Recording Additional Restrictions on Property	34
5.25	Owner's Re-subdivision	34
5.26	Restrictions and Owners' Assumed Risks Related to the Golf Course Land	35
5.27	Assignment of Declarant's Rights to the Association	35
5.28	Declarant's Improvements	35
5.29	Other Rights and Reservations	35
ARTICLE 6	PROPERTY RIGHTS	35
6.1	General Rights of Owners	35
6.2	Owner's Easement of Enjoyment	36
6.3	Use and Enjoyment of Lakes	37
6.4	Access, Ingress and Egress; Private Roadways	37
6.5	Easements over Private Roadways	39
6.6	Easements for Declarant	39
6.7	Changes in Boundaries; Additions to Common Areas	39
6.8	Fire Breaks	40
6.9	Easements for Utilities	40
6.10	Easement for Construction and Installation of Walks, Paths, and Signs	41
6.11	Easements for the Association	41
6.12	General Maintenance Easement	41
6.13	Environmental Easement	41
6.14	Construction Setbacks	41
6.15	Party Structure	42
6.16	Construction/Maintenance Access Easement	45
6.17	Irrigation Wells and Pumps	45
6.18	Easements Deemed Granted and Reserved	46
6.19	Club Property Operations	46
6.20	Right to Improve Common Areas	46
6.21	No Partition	46
6.22	Easements Benefiting of Non-Club Property	46
6.23	Not a Public Dedication	51

TABLE OF CONTENTS
(continued)

	<u>Page</u>
ARTICLE 7 MEMBERSHIP	51
7.1 Membership	51
7.2 Voting Rights.....	51
7.3 Association Governance by Board	52
7.4 Meetings and Membership Voting	52
ARTICLE 8 MAINTENANCE	52
8.1 Responsibilities of Owners	52
8.2 Association's Responsibility	53
ARTICLE 9 INSURANCE AND CASUALTY LOSSES	54
9.1 Insurance.....	54
9.2 Damage or Destruction to Common Areas	56
9.3 Damage or Destruction to Owners' Properties	56
9.4 Damage or Destruction to Common Areas by Owners	57
9.5 Damage to an Owner's Lot by Association.....	57
ARTICLE 10 CONDEMNATION.....	57
10.1 Condemnation of Common Areas	57
10.2 Condemnation of Owners' Properties.....	58
ARTICLE 11 FUNCTIONS OF THE ASSOCIATION	58
11.1 Board of Directors and Officers.....	58
11.2 Duties and Powers	59
11.3 Agreements	60
11.4 Mortgage or Pledge.....	61
11.5 Personal Property and Real Property for Common Use	61
11.6 Rules and Regulations	62
11.7 Reduction in Services	62
11.8 Obligation of the Association	62
ARTICLE 12 ASSESSMENTS.....	62
12.1 Purpose of Assessments.....	62
12.2 Assessments Against the Club Property	62
12.3 District Assessments.....	62
12.4 Creation of Lien and Personal Obligation of Assessments.....	63
12.5 Establishment of Annual Assessment.....	64

TABLE OF CONTENTS
(continued)

	<u>Page</u>
12.6 Determination of Default Budget and Default Annual Assessment	65
12.7 Special Assessments for Improvements and Additions	66
12.8 Special Assessments; Approval by Declarant and Disapproval by Members	66
12.9 Emergency Special Assessments	67
12.10 Declarant's Properties	67
12.11 Assignment of Declarant Rights and Obligations Under this Article 12	67
12.12 Individual Specific Assessments	68
12.13 Effect of Nonpayment; Remedies of the Association	68
12.14 Date of Commencement of Assessments	69
ARTICLE 13 RULE MAKING	70
13.1 Rules and Regulations	70
13.2 Authority and Enforcement	71
13.3 Procedure	71
ARTICLE 14 ALTERNATIVE DISPUTE RESOLUTION AND LITIGATION	72
14.1 Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes	72
14.2 Exempt Claims	72
14.3 Mandatory Procedures for Non-Exempt Claims	73
14.4 Litigation	73
14.5 Miscellaneous Alternative Dispute Resolution Provisions	73
ARTICLE 15 GENERAL PROVISIONS	73
15.1 Control of Declarant	73
15.2 Amendments by Declarant	74
15.3 Amendments by the Association	75
15.4 Duration	75
15.5 Termination of the Association	75
15.6 Perpetuities	77
15.7 Interpretation	77
15.8 No Affirmative Obligation Unless Stated	77
15.9 No Implied Liabilities or Duties	77
15.10 Security	77
15.11 Gender and Grammar	78
15.12 Severability	78

TABLE OF CONTENTS
(continued)

	<u>Page</u>
15.13 Rights of Third Parties.....	78
15.14 Conflicts with District Declarations	78
15.15 Notice of Sale, Lease or Mortgage	78
15.16 No Trespass	79
15.17 Notices	79

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COBBLESTONE PARK
AND SUPPLEMENTAL DECLARATION**

**Adopted Hereby
and
Amending and Restating in Its Entirety:**

**Declaration Recorded:
Richland County, S.C. Register of Deeds: Record Book 1098, Page 3647
Fairfield County, S.C. Office of Clerk of Court: Record Book 739, Page 23**

and Amending and Restating in Their Entirety The Following Easements:

**Easements Recorded:
Richland County, S.C. Register of Deeds: Record Book 214, Page 335
Richland County, S.C. Register of Deeds: Record Book 898, Page 1914
Richland County, S.C. Register of Deeds: Record Book 898, Page 1986**

THIS FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBBLESTONE PARK AND SUPPLEMENTAL DECLARATION (these "CC&Rs") is made this 1st day of November, 2005, by Ginn-LA University Club Ltd., LLLP, a Georgia limited liability limited partnership ("Declarant"), and by the undersigned President of the Cobblestone Park Homeowners Association, Inc., a South Carolina nonprofit corporation.

BACKGROUND

A. The University Club Land Co., LLC, a South Carolina limited liability company (the "Original Declarant"), filed the "Declaration of Covenants, Conditions, Restrictions, Liens and Charges of the University Club" dated May 15, 1998, and recorded at Record Book 76, Page 324, in the Recording Office (as defined below) for Richland County (the "University Club Declaration"), and thereby made certain property in Richland County, South Carolina, subject to said covenants, and established therefor a South Carolina nonprofit corporation known as University Club Homeowners Association, Inc. (the "University Club Association"), to oversee the management and maintenance of the Common Areas and Limited Common Areas applicable to the Property (as such terms are defined in the University Club Declaration) under the University Club Declaration.

B. The Original Declarant, by "Supplement I to Declaration of Covenants, Restrictions, Easements, Liens and Charges of the University Club" dated June 10, 1998, and recorded at Record Book 307, Page 1681, in the Recording Office for Richland County (the "Neighborhood Supplemental Declaration"), imposed upon a portion of the Property, originally subjected to the University Club Declaration, additional covenants, conditions, restrictions, easements, liens and charges as a distinct area of development known as "Neighborhood," and established therefor a South Carolina nonprofit corporation known as The Neighborhood Homeowners Association, Inc. (the "Neighborhood Association"), to oversee the management and maintenance of the Common Areas and Limited Common Areas applicable to the Neighborhood and the Owners of Units therein.

C. The Original Declarant, by (i) "Supplemental II to Declaration of Covenants, Restrictions, Easements, Liens and Charges of the University Club" dated January 28, 1999, and recorded at Record Book 275, Page 97, in the Recording Office for Richland County, and (ii) "Amended Supplement II to Declaration of Covenants, Restrictions, Easements, Liens and Charges of the University Club" dated March 31, 1999, and

recorded at Record Book 307, Page 1705, in the Recording Office for Richland County (collectively, the "High Pointe Supplemental Declaration"), also imposed upon a portion of the Property, originally subjected to the University Club Declaration, covenants, conditions, restrictions, easements, liens and charges as a distinct area of development known as "High Pointe," and established therefor a South Carolina nonprofit corporation known as High Pointe Homeowners Association, Inc. (the "High Pointe Association"), to oversee the management and maintenance of the Common Areas and Limited Common Areas applicable to the High Pointe area and the Owners of Units therein (the "High Pointe Supplemental Declaration").

D. The Original Declarant, by "Supplement III to Declaration of Covenants, Restrictions, Easements, Liens and Charges of the University Club" dated December 31, 1999, and recorded at Record Book 377, Page 278, in the Recording Office for Richland County, and at Record Book QD, Page 323, in the Recording Office for Fairfield County (the "Farm Supplemental Declaration"), imposed upon a portion of the Property, originally subjected to the University Club Declaration, covenants, conditions, restrictions, easements, liens and charges as a distinct area of development known as "The Farm," and established therefor a South Carolina nonprofit corporation known as The Farm Homeowners Association, Inc. (the "Farm Association"), to oversee the management and maintenance of the Common Areas and Limited Common Areas applicable to The Farm area and the Owners of Units therein.

E. The Original Declarant by "Supplement IV to the Declaration of Covenants Restrictions, Easements, Liens, and Charges of the University Club" dated February 20, 2001, and recorded at Record Book 486, Page 2917, in the Recording Office for Richland County, amended the terms of the University Club Declaration.

F. Ginn-LA University Club Ltd., LLLP, acquired from the Original Declarant all right, title and interest of the Original Declarant in the Property and in and to the rights and easements reserved by the Original Declarant in the University Club Declaration, the Neighborhood Supplemental Declaration, the High Pointe Supplemental Declaration and the Farm Supplemental Declaration, which run with the Property, and has thereby succeeded to all such rights and easements, and is hereinafter referred to as the "Declarant."

G. The Declarant, as the sole Class B Member of the University Club Association, the Neighborhood Association, the High Pointe Association and the Farm Association, and the Class A Members of each such association present and voting at a duly held joint meeting of said associations at which the requisite quorums for each association was present and voting, approved the adoption of the "Declaration of Covenants, Conditions and Restrictions for Cobblestone Park" dated September 9, 2005, and recorded on September 15, 2005, at Record Book 1098, Page 3647, in the Recording Office of Richland County, and recorded on September 20, 2005, at Record Book 739, Page 23, in the Recording Office of Fairfield County, thereby amending and restating entirely all the terms and conditions of the University Club Declaration and merging therewith, the Neighborhood Declaration, the High Pointe Declaration and the Farm Declaration (the Declaration of Covenants, Conditions and Restrictions for Cobblestone Park, by which the University Club Declaration are thereby amended and restated, and into which the Neighborhood Declaration, the High Pointe Declaration and the Farm Declaration are merged, being hereinafter referred to as, the "University Club Amended Declaration"), and, in furtherance thereof, approved the statutory merger of the Neighborhood Association, the High Pointe Association and the Farm Association into the University Club Association in accordance with the Articles of Merger and Plan of Merger of such associations filed with the Secretary of State of the State of South Carolina on October 12, 2005.

H. On October 12, 2005, the President of the University Club Association filed Articles of Amendment with the Secretary of State of the State of South Carolina changing the Association's name to "Cobblestone Park Homeowners Association, Inc." (Cobblestone Park Homeowners Association, Inc., as renamed and as the surviving association of the mergers described in Recital G. and as further described herein, the "Association")

I. On October 27, 2005, the President of the Association filed Articles of Amendment with the Secretary of State of the State of South Carolina further amending its Articles to provide for additional types of membership interests as more particularly described therein.

J. The Declarant, in accordance with its reserved rights under Section 15.2 of the University Club Amended Declaration, desires to again amend and restate the common plan of development therefor.

K. The Declarant, in accordance with its reserved rights under Section 2.2 of the University Club Amended Declaration, desires to add the property more particularly described on Exhibit "A-1" and certain additional property described on Exhibit "A" to the property subject to these CC&Rs and extend the operation and effect of the covenants and restrictions of these CC&Rs thereto.

NOW THEREFORE, all of the real property and improvements thereon described in Exhibits "A" and "A-1" and any additional property that is hereafter subjected to these CC&Rs (collectively, the "Property") shall be held, sold, used and conveyed subject to the following covenants, conditions, restrictions, easements, covenants, liens and charges, which are for the purpose of protecting the value and desirability of and which shall run with the title to the Property. Declarant hereby declares that these CC&Rs supersede and amend and restate in its entirety the University Club Amended Declaration and all supplements and amendments thereto. The covenants, conditions, restrictions, easements, covenants, liens and charges set forth in these CC&Rs will inure to the benefit of and are binding upon each and every Owner (as hereinafter defined) and his or her respective heirs, representatives, successors, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of a Unit further described herein, or any interest therein, the person or entity to whom the interest is conveyed is deemed to accept and agree to be bound by the provisions of these CC&Rs and the Bylaws of the Association.

ARTICLE 1

DEFINITIONS

1.1 Definitions. When used in these CC&Rs, unless the context will prohibit or otherwise require, the following capitalized words will have all the following meanings, and all definitions will be applicable to the singular and plural forms of such terms:

(a) ACB. "ACB," which is an acronym for "Architectural Control Board," means (i) the board or committee established pursuant to these CC&Rs to approve exterior and structural improvements and the placement thereof and the additions and changes within the Non-Club Property and (ii) its successors or the assigns of the design review and approval authority of these CC&Rs. In exercising any right or easement granted or reserved to it hereunder, such right or easement shall be deemed to extend to its duly authorized members, officers, agents, employees and contractors.

(b) Additional Property. "Additional Property" means any real property, and all improvements thereon, as may be added pursuant to Section 2.2.

(c) Articles of Incorporation. "Articles of Incorporation" means the Articles of Incorporation of Cobblestone Park Homeowners Association, Inc., as amended from time to time, filed in the Office of the Secretary of State of the State of South Carolina in accordance with the South Carolina Nonprofit Corporation Act.

(d) Assessment. "Assessment" means an Owner's or Club Property Owner's share, as applicable, of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided. Assessments shall include "Annual Assessments," "Special

Assessments," "Emergency Special Assessments," and "Specific Assessments," as more specifically set forth in Article 12.

(e) Association. "Association" means Cobblestone Park Homeowners Association, Inc. a South Carolina not-for-profit corporation, its successors and assigns. In exercising any right or easement granted or reserved to it hereunder, such right or easement shall be deemed to extend to its duly authorized directors, officers, agents, employees and contractors.

(f) Board of Directors. "Board of Directors" or "Board" means the Board of Directors of the Association, as it is constituted from time to time, which is the governing body of the Association.

(g) Bylaws of the Association. "Bylaws of the Association" or "Bylaws" means those Bylaws of Cobblestone Park Homeowners Association attached hereto as Exhibit "B", which govern the administration and operation of the Association, and as the same may be amended from time to time.

(h) CC&Rs. "CC&Rs" means this First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cobblestone Park and Supplemental Declaration together with any Supplemental Declarations(s) or other amendments hereto, which may be filed Of Record in accordance with these CC&Rs.

(i) Club Property. "Club Property" means the property more particularly described on Exhibit "A-1" that is independently owned by the Club Property Owner. Club Property shall also include any portion of the Property leased, licensed or operated by the Club Property Owner. In addition, any of the Property, except Units, may be designated as Club Property by Declarant in a Supplemental Declaration (if consented to by Club Property Owner in said Supplemental Declaration), and should any Additional Property be subjected to provisions of these CC&Rs, Declarant shall have the right to designate any or all such Additional Property as Club Property (if consented to by Club Property Owner in said Supplemental Declaration).

(j) Club Property Owner. "Club Property Owner" means Ginn-LA UC Golf, LLC, its successors and assigns. The Club Property Owner is the title owner, lessee, licensee or operator of the Club Property.

(k) Commercial Unit. "Commercial Unit" means a portion of the Property, whether improved or unimproved, that may be independently owned and conveyed and used for non-residential purposes, including, without limitation, hotels, retail, office and other commercial establishments, conference centers, medical centers, visitor attractions and other commercial facilities, if any. The term will not include Common Areas, Club Property, or the common property of any District Association, nor will it include property dedicated to the public unless otherwise specified in a deed or Supplemental Declaration. In the case of a multi-unit condominium building or development of multiple units under condominium ownership, each unit is deemed to be a separate Commercial Unit. A parcel of land will not be deemed to be a "Commercial Unit" until the time an exact metes and bounds survey thereof has been conducted and a plat thereof has been approved by the governmental authority with jurisdiction thereof and the plat is filed Of Record, and Declarant, or some other person with the express, written approval of Declarant, has designated said parcel of land a "Commercial Unit" in the Site Plan or in a Supplemental Declaration or District Declaration by use of such words or other words that clearly label said part of the Property as intended for use as something other than residential.

Those Units that are deemed to contain a mix of uses (for example, retail and residential) shall be categorized as either Commercial or Residential Units based upon which use occupies the greater number of square footage in the Unit as a whole.

(l) Common Areas or Common Area. "Common Areas" or "Common Area" means any and all real and personal property, including easements, now or hereafter deeded or leased to, or that is the subject of a

use agreement with, the Association, or with respect to which the Association otherwise holds possessory or use rights for the common use, enjoyment and benefit of all of the Owners and Club Property Owner in accordance with the terms of these CC&Rs, and wherein the property therein described is specifically denominated to be a part of the Common Areas. The Common Areas may include the Association's private roads, streets, road and street shoulders, walkways, sidewalks, leisure trails, bike paths, gazebos, gates, fountains, entry walls, entry areas and features, lighting, signage and such maintenance and drainage areas and easements located outside of Units, as well as lagoons and ponds located within the Property that the Club Property Owner or public authority do not maintain. The designation of any land and/or improvements as a Common Area will not mean or imply that the public at large acquires any easement of use of enjoyment therein. All Common Areas are to be devoted to and intended for the common use and enjoyment of Declarant, Owners, Club Property Owner, and their respective guests and invitees. The term shall include a District Common Area (as defined below). Notwithstanding anything to the contrary contained in these CC&Rs, Common Area does not include or refer to the Golf Course Land, the Spring House Club Property, the Club Property or any portion thereof.

(m) Common Expenses. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of these CC&Rs for the maintenance, repair and management of the Common Areas, and for the maintenance, repair and management of other property, whether owned by the Association or not and set forth in these CC&Rs or incorporated herein by a Supplemental Declaration, for which the Association has responsibility.

(n) Common Responsibility. "Common Responsibility" means the Association's duties and responsibilities for insuring, maintaining, repairing, replacing and managing portions of the Property not otherwise designated a Common Area and over which it has an easement or that is the subject matter of a use or license agreement, or, that, pursuant to a District Declaration, the Association is obligated to undertake such activities for the benefit of the District's Owners and the Units therein. The Association's duties and responsibilities for insuring, maintaining, repairing, replacing and managing a District Common Area shall constitute a Common Responsibility of the Association; and the Association's duties and responsibilities under any Covenant to Share Costs to which it is a party, including its obligation to collect from each Owner and Club Property Owner, as applicable, the Owner's and Club Property Owner's share of the shared expenses or fee payable under the Covenant to Share Costs and chargeable to all Owners and Club Property Owner, as applicable, shall constitute a Common Responsibility of the Association.

(o) Community-Wide Standard. "Community-Wide Standard" means the standard of conduct, maintenance, management operation, use or other activity generally prevailing throughout the Property, which shall never be lower than the standards established by the ACB for the Property, or lower than the standards of construction and quality required by the ACB for the initial approval and construction of Improvements. Such standard is expected to evolve over time as development progresses and may be more specifically determined by the Board, Declarant or the ACB; provided, however, the Community-Wide Standard may not be lowered without the written approval of Declarant.

(p) Construction and Access Easement. "Construction and Access Easement" shall have the meaning set forth in Paragraph 6.22(a) (iv).

(q) Covenant to Share Costs. "Covenant to Share Costs" means any agreement entered into by the Association for the sharing, with another association or with one or more entities, of the costs and expenses of any third-party owned property or facility or of any Common Area whose use is shared by such other association or entity.

(r) CPI-U. "CPI-U" means the Consumer Price Index for All Urban Consumers (1982-84=100) issued by the U.S. Bureau of Labor Statistics in its monthly report, or, if such index is discontinued or

revised, by reference to such other government index or computation with which it is replaced or that would produce substantially the same measure as would be obtained if such index had not been discontinued or revised.

(s) Declarant. "Declarant" means Ginn-LA University Club Ltd., LLLP, or any successor-in-title to the entire interest of such entity with respect to portions of the Non-Club Property at the time of such transfer to said successor-in-title, or any party designated Of Record to succeed to the rights of Declarant hereunder as to the matters set forth in such writing. In exercising any right or easement granted or reserved to it hereunder, such right or easement shall be deemed to extend to its duly authorized directors, officers, agents, employees and contractors.

(t) Declarant Control Period. "Declarant Control Period" means the time period commencing on the date these CC&Rs are filed Of Record and ending on the earlier of:

(i) December 31, 2025; or

(ii) Three (3) months after the conveyance by Declarant, in the ordinary course of business to Owners other than a successor Declarant, of Units representing one hundred percent (100%) of the ERUs for the Development and Completion of Construction (as defined in Section 5.1(c)(ii)) of the residential and commercial dwellings has occurred on all of the Units conveyed by Declarant to Owners; or

(iii) Three (3) months following the date Declarant terminates the Declarant Control Period by an express amendment to these CC&Rs executed and filed Of Record by Declarant.

(u) Deficit Funding Period. "Deficit Funding Period" means that period of time commencing with the date these CC&Rs are placed Of Record and ending upon the sooner to occur of the following: (i) the date upon which fifty percent (50%) of the ERUs for the Development have been conveyed by Declarant, or (ii) the date that is ten (10) years following the date these CC&Rs is placed Of Record.

(v) Development. "Development" means the Non-Club Property and all improvements located or constructed thereon, and being a part of the Declarant's overall plan, from time to time existing pursuant to Declarant's rights hereunder, for the real estate development known as "Cobblestone Park."

(w) Development Unit. "Development Unit" means one or more pieces, parcels or tracts of property within the Property owned by Declarant and held for, or conveyed by Declarant to third parties under covenants and restrictions that permit or require the division of any such piece, parcel or tract into smaller land units such as Residential Units or Commercial Units. A parcel of land constituting a portion of the Property will not be deemed to be a "Development Unit" until the time an exact metes and bounds survey of the site has been completed and a plat thereof identifying or designating the property as a "Development Unit" has been approved by the governmental authority with jurisdiction thereof and has been filed Of Record. Alternatively, Declarant may designate a parcel as a "Development Unit" in its deed to the grantee of the parcel. A parcel or tract of land will lose its designation as a Development Unit upon it becoming, in accordance with the terms and conditions hereof, either a Residential Unit or a Commercial Unit or being subdivided into two or more such Units.

(x) Development Survey. "Development Survey" means each plat, survey or subdivision plat of the Property further described on Exhibit "A" hereto, and all modifications, revisions and additions thereto. Further, "Development Survey" means any subdivision plat of the Property placed Of Record in furtherance of the development scheme for Cobblestone Park, as it exists from time to time.

(y) District. "District" means any portion of the Property, separately developed and identified herein or by Declarant on the Development Survey therefor or in a Supplemental Declaration as a development area comprising one (1) or more development types subject to these CC&Rs in which Owners of

Units therein may have common interests other than those common to all Owners of the Development, such as common theme, entry feature, development name and/or common areas and facilities that are not available for use by all Owners. For example, and by way of illustration and not limitation, an apartment complex, condominium complex, townhouse development, cluster home development or single-family detached housing development may, upon Declarant filing a District Declaration therefor, create a separate District where common elements are either owned by the Owners in condominium ownership or by a District Association composed of such Owners, or where Units therein are subject to additional covenants, conditions, restrictions and easements not otherwise applicable to Owners outside of such District. Declarant may also provide for commercial development or a mixture of commercial and residential development within a District, such as might be found in a traditional neighborhood designed town center with a mixture of ground-floor commercial units with live-work space developed above. At the date hereof, the portion of the Property identified on Exhibit "D", and previously subject to the Neighborhood Declaration and the High Pointe Declaration, shall each be a District; and the Common Areas under the former Neighborhood Declaration and the High Pointe Declaration shall constitute District Common Areas hereunder. The portion of the Property previously subject to the Farm Declaration shall not be a District hereunder.

(z) District Association. "District Association" means a corporation or an unincorporated association whose shareholders or members are comprised entirely of Owners of Units within a District.

(aa) District Committee. "District Committee" means a committee of not less than three members nor more than five committee members, as named by Declarant during the Declarant Control Period, and thereafter by a majority vote of those Members in the District casting a vote by ballot mailed to each of them not less than 20 days prior to the date set for the Board of Directors or the Association's management company to tally the ballots cast. Such a District ballot without a meeting shall be effective only when the number of votes cast by the ballot equals or exceed the quorum required to be present had the matter been considered at a meeting of Members of the Association and the quorum requirements of Section 3.4 of the Bylaws were applied solely to the applicable District Owners. A District Committee shall abide by the procedures and requirements applicable to the Board of Directors set forth in Article 6 of the Bylaws, however, the term "Director" or "Board" shall refer to the members of the District Committee. A District Committee will be established for a District for which no separate District Association is formed. District Committee members shall be Owners in a District, or an officer, director, employee or agent of an Owner, or an appointee of Declarant during the Declarant Control Period. A District Committee shall be named for each portion of the Property identified on Exhibit "D", and previously subject to the Neighborhood Declaration and the High Pointe Declaration.

(bb) District Common Area. "District Common Area" means any portion of the Common Area which, pursuant to the terms and conditions hereof or of a District Declaration, the Association owns, leases or otherwise holds possessory or use rights in and for the exclusive use or primary benefit of one (1) or more, but less than all, Owners within one or more Districts, as more particularly described in Section 2.2(a)(ii).

(cc) District Declaration. "District Declaration" means any instrument or document, and any amendments thereto, which is filed Of Record with respect to any District and which creates a condominium or horizontal property regime for such District, creates a homeowners' association for such District, and/or imposes covenants, conditions, easements and restrictions with respect to such District.

(dd) District Assessments. "District Assessments" means assessments levied against the Owners in a particular District or Districts that receive benefits, items or services not provided to all Owners within the Property, as more particularly described in Section 12.3 of these CC&Rs.

(ee) District Expenses. "District Expenses" means the actual and estimated expenses incurred by the Association for the benefit of Owners of a particular District or Districts as may be specifically authorized from time to time by the Board and as more particularly set forth herein.

(ff) Drainage System. "Drainage System" means the surface water management system including, but not limited to, all structures, Lakes, swales, inlets, culverts, retention ponds, outfalls, storm drains, pump stations, connecting pipes, mitigation areas and similar systems which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, and is used to collect, convey, drain, store, retain, absorb, inhibit, treat, control, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges within and from the Property.

(gg) Easement Tracts. "Easement Tracts" shall have the meaning set forth in Section 6.22(a)(i).

(hh) ERUs. "ERUs" means the total number of "Equivalent Residential Units" or other common numbering system employed by Declarant to establish maximum density intended for development on all of the Property as set forth in a Supplemental Declaration recorded on or before December 31, 2025, and consistent with the Planned Development District Ordinance of the Town of Blythewood therefor, as amended from time to time (the "PDD"). In establishing Type B voting rights appurtenant to ownership of a Commercial Unit and Type D voting rights appurtenant to ownership of the Club Property, as well as the assigned number of Assessment Units, Declarant's use of ERUs or similar numbering system shall be independent of any ERU designation under the PDD for zoning density purposes. Until a Supplemental Declaration is filed Of Record, aggregate ERUs shall refer to the maximum density provided in the PDD, as amended from time to time.

(ii) Existing Declarant Unit. "Existing Declarant Unit" means those Residential Units within the Districts, which units are more particularly described on Exhibit "E", and also which Units are owned by Declarant as of September 15, 2005.

(jj) Facilities. "Facilities" shall have the meaning set forth in Section 6.22(a) (ii).

(kk) Golf Course Land. "Golf Course Land" means the land adjacent or in close proximity to or within, as the case may be, the Non-Club Property which is owned by the Club Property Owner that is operated as a golf course facility, with golf clubhouse, driving range, cart storage area, golf maintenance facility, guard house, entrance road, and other facilities ancillary to such golf operations.

(ll) Guardhouse. "Guardhouse" shall have the meaning set forth in Section 6.22(a) (iii).

(mm) Guardhouse Easement. "Guardhouse Easement" shall have the meaning set forth in Section 6.22(a) (iii).

(nn) Ingress and Egress Easements. "Ingress and Egress Easements: shall have the meaning set forth in Section 6.22(a)(i).

(oo) Institutional Mortgage. "Institutional Mortgage" means a Mortgage held by a bank, trust company, insurance company or other recognized lending institution, or by an institutional or governmental insurer or purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation.

(pp) Lake. "Lake" means any portion of the Property shown on a Development Survey as a delineated parcel of real property that contains all or any portion of a lake, pond, lagoon, retention or detention area, or similar body of water.

(qq) Limited Common Area. "Limited Common Area" means those portions of the Common Area set aside for the exclusive use of some, but not all, Owners.

(rr) Limited Common Expenses. "Limited Common Expenses" means Common Expenses of the Association attributable to Limited Common Areas for the exclusive use and benefit of some but not all Owners and incurred by the Association pursuant to the terms and conditions hereof. Limited Common Expenses attributable to a Limited Common Area will be payable prorata by the Owners with exclusive use and benefit thereof as a Specific Assessment.

(ss) Member. "Member" means an Owner with appurtenant membership in the Association and the Club Property Owner.

(tt) Mortgage. "Mortgage" means a mortgage, security deed, deed of trust, installment land sales contract or other similar security instrument granting, creating or conveying a lien upon, a security interest in or a security title to a Unit or all or a portion of the Club Property.

(uu) Mortgagee. "Mortgagee" means the holder of a Mortgage or Institutional Mortgage, its successors and assigns.

(vv) New Unit. "New Unit" means any Unit located within (i) the Property described on Exhibit "F" attached hereto or (ii) any Additional Property not designated as Club Property.

(ww) Non-Club Property. "Non-Club Property" means any portion of the Property other than Club Property.

(xx) Occupant. "Occupant" means any person, including, without limitation, any Owner, occupying or otherwise using a Unit within the Development, and their respective families, agents, guests and invitees.

(yy) Of Records. "Of Record" means the place of filing a writing in the applicable public records, currently being the office of the Register of Deeds for Richland County or the Clerk of Court for Fairfield County, South Carolina (as applicable, the "Recording Office"), as will give legal notice to the world of the matters set forth in the writing so filed.

(zz) Owner. "Owner" means the record owner, whether one or more persons, of fee simple title to any Unit, and includes Declarant for so long as Declarant owns fee simple interest to a Unit, who or which owns fee simple title to any Unit, together with their respective heirs, executors, legal representatives, successors and assigns, excluding, however, those persons having such an interest under a Mortgage. In the event that there is filed Of Record any installment land sales contract covering any Unit, the Owner thereof will be deemed to be the purchaser under the installment sales contract and not the fee simple titleholder. An installment land sales contract will be an instrument whereby the purchaser is required to make payment for such property for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to such property until all such payments are made, although the purchaser is given use thereof.

(aaa) Property. "Property" means those pieces, parcels and lots of land described on Exhibit "A" and "A-1", together with all improvements thereon, as well as additions thereto pursuant to Section 2.2.

(bbb) Referendum. "Referendum" means the vote of Members by mailed ballots on certain actions submitted to the Members by the Board of Directors, as more particularly set forth herein and in the Bylaws.

(ccc) Residential Unit. "Residential Unit" means a portion of the Property, whether improved or unimproved, that may be independently owned, conveyed and used for residential purposes. The term will refer to the land and the improvements thereon that are a part of the Residential Unit and is deemed to incorporate

both attached and detached residential property. The term will include, without limitation, a single-family lot and any home constructed thereon, a condominium unit, a townhouse unit, a cluster home or home site and a patio or zero lot line lot and any home constructed thereon. The term will not include Common Areas, common property or elements of any District Association or property that is dedicated to the public. In the case of an apartment building or condominium building containing multiple dwelling units each dwelling unit is deemed to be a separate Residential Unit. In the case of an unimproved tract, parcel or lot of land to be subdivided or on which multi-family improvements are to be constructed, the said land will not contain the Residential Units designated therefor until the survey plan creating a condominium building or other structure containing multiple dwellings or a subdivision plat is filed Of Record.

(ddd) Roadways. "Roadways" shall have the meaning set forth in Section 6.22(a)(i).

(eee) Specific Utility Easement Tracts. "Specific Utility Easement Tracts" shall have the meaning set forth in Section 6.22(a)(ii)

(fff) Spring House Club Property. "Spring House Club Property" means all of the real property adjacent or in close proximity to or within, as the case may be, the Property, together with the improvements located thereon, including the club house known as the "Spring House," the tennis courts, swimming pool and recreational and social facilities that are owned by the Declarant, or its successors and assigns, and currently operated by the Club Property Owner.

(ggg) Supplemental Declaration. "Supplemental Declaration" means any amendment to these CC&Rs filed Of Record, which makes any changes hereto.

(hhh) Unit. "Unit" means a Development Unit, a Residential Unit or a Commercial Unit. The term, "Unit," when used herein shall have no application to the form of ownership of a Unit by multiple owners, whether or not such ownership interest are called units, including, without limitation, multiple ownership or leasehold units and whether or not the same are registered with governmental authority with jurisdiction.

(iii) Utility Easements. "Utility Easements" shall have the meaning set forth in Section 6.22(a)(ii).

ARTICLE 2

THE GENERAL PLAN FOR COBBLESTONE PARK

2.1 Plan of Development of the Property. Declarant's development plan is to create a mixture of Residential Units and Commercial Units within the Property, consisting of a community development of single-family, multi-family, commercial, civic and recreational uses and benefits. Declarant's plan for the Property is a vision and contains and will contain only such Residential Units and Commercial Units as are specifically created hereunder and evidenced by the filing of a Supplemental Declaration and/or District Declaration therefor. The Property will also include Common Areas, including recreational facilities as may, but shall not be required to, be developed, and such private roads, utility systems, drainage systems and other improvements serving the Property and as are, from time to time, denominated as such in these CC&Rs or by Declarant on the Development Survey or in any deed, lease, use agreement, Supplemental Declaration or memorandum thereof filed Of Record, and that are installed and existing. All Units within the Development will be and are hereby restricted subject to the standards and restrictions set forth in these CC&Rs. Without the consent of any person, Declarant will have the right, but not the obligation, during the Declarant Control Period, to make improvements and changes to all Common Areas, and to all such properties owned by Declarant, including, without limitation, (a) installation and maintenance of any improvements, (b) changes in the location of the boundaries of any such properties owned by Declarant, and (c) installation and maintenance of any water, sewer and other utility systems and facilities.

(a) Submission of Property to Covenant to Share Costs. The plan of development for the Property includes the ability of the Association to enter into a Covenant to Share Costs. A Covenant to Share Costs may be established to apportion the costs and expenses incurred to insure, maintain, repair and replace commonly shared properties and facilities and to discharge common responsibilities under such recorded covenant, between or among the Association on behalf of Owners within the Property and those owning other property within or in vicinity of the Property with coextensive rights of access and use of such commonly shared properties or facilities. The Association, by its duly appointed President or Vice President following approval by the Board of Directors, shall have the authority and power to subject all portions of the Non-Club Property, whether or not then owned by Declarant, to a Covenant to Share Costs, and to join in the execution, delivery and recording thereof Of Record, executing same pursuant to its authority herein. Such authority shall, nevertheless, be subject to Declarant's approval during the Declarant Control Period, as provided in Section 6.2(d). Declarant, during the Declarant Control Period, and thereafter the Association, shall amend these CC&Rs or file a Supplemental Declaration hereto at the time such Covenant to Share Costs is entered into, therein providing specific cross reference between these CC&Rs and said covenant.

2.2 Additions to Property. Other property may become subject to these CC&Rs in the following manner:

(a) Additions by Declarant. During the Declarant Control Period, Declarant shall have the right, without further consent of the Association or any Owner to bring within the plan and operation of these CC&Rs, or to consent thereto, the whole or any portion of any property contiguous or nearly contiguous to the Property, whether or not owned by Declarant. Such property may be subjected to these CC&Rs as one parcel or as several smaller parcels at different times. The additions authorized under this subsection shall be made by filing Of Record a Supplemental Declaration with respect to the land to be added hereto and which shall extend the operation and effect of the covenants and restrictions of these CC&Rs thereto, and which, upon filing of a Supplemental Declaration, shall constitute a part of the Property.

(i) Complementary Covenants. The Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in these CC&Rs as may be necessary or convenient, in the sole judgment of Declarant, to reflect the different character, if any, of the land added hereto, and as are not materially inconsistent with, these CC&Rs, but such modifications shall have no effect on the Property described in Section 2.1.

(ii) Additional Property as a District. In the event that Declarant submits the Additional Property or any portion or portions thereof to the terms of these CC&Rs as a District, whether composed of Residential Units or Commercial Units or a mixture of both, Declarant may establish one or more District Associations for the Districts in order to promote their health, safety and social welfare, as well as to provide for the maintenance of common elements thereof, provided that such Owners will also be Members of the Association and such Units, and other improvements will be subject to the terms of these CC&Rs as are imposed by the Supplemental Declaration with respect thereto. Such Districts may be subject to District Declarations that impose covenants and restrictions that are in addition to, but not in derogation or substitution of, those imposed hereby and applicable thereto, and such District Associations may levy additional Assessments and make and enforce supplementary covenants, restrictions, rules and regulations with respect to such Districts. In the event such District is submitted to the plan and operation of these CC&Rs and no separate District Association is formed, Declarant will be deemed to have established a District Committee therefor, even if Declarant fails to so provide in the Supplemental Declaration.

(1) District Committee Representative. Each year the District Committee for the designated District shall, by majority vote, designate one of its members as a representative of the District, who shall meet with the Board of Directors concerning the Association's Common Responsibilities undertaken for or in behalf of the District and its Owners, to insure, maintain, replace and manage the District Common Areas

and the costs and expenses thereof to be assessed, as further provided in subsection (2) of this Section. The Association shall not reduce the level of District Common Area insurance, maintenance, repair, replacement and management, or the Common Responsibilities, to be undertaken pursuant to a Supplemental Declaration, except (a) upon the written approval of Declarant during the Declarant Control Period, and (b) thereafter, upon the vote of seventy-five percent (75%) or more of the votes of the Members representing the Units in the District, by a duly held Referendum or at a duly held meeting of such Members (which percentage will also constitute the quorum required for any such meeting).

(2) Limited Common Expenses for District Common Areas and Common Responsibilities for the District; Specific Assessment. The Common Expenses of the Association incurred to insure, maintain, repair, and replace a District Common Area and to undertake the Common Responsibilities for a District, if and as so specified in a Supplemental Declaration, shall be Limited Common Expenses to be shared solely by all Owners of Units in the designated District, to be assessed against each of said Units and the Owners thereof as a Specific Assessment under Section 12.12 of these CC&Rs, and billed with such frequency as the Board of Directors shall determine.

(iii) Additions by Filing Supplemental Declaration. The option reserved under this Section 2.2(a) may be exercised by Declarant only by the execution of a Supplemental Declaration and the filing Of Record of a Development Survey showing the land being added or such portion or portions thereof as are being added to the Development by such amendment, as well as the Units and Common Areas therein. Any such Supplemental Declaration shall expressly submit the added land to all or specific provisions of these CC&Rs, as may be provided therein, and such other covenants, restrictions, conditions and easements as Declarant, in its sole discretion, shall determine.

(b) Additions of Other Properties. Any owner of property (other than Declarant) may apply to Declarant (or to the Board of Directors of the Association following expiration of the Declarant Control Period) to have said property made subject hereto and deemed to be Additional Property, or Declarant may purchase additional properties and (subject to the consent of the Board of Directors of the Association following expiration of the Declarant Control Period) subject said purchased property to these CC&Rs and be deemed to be Additional Property. Upon approval of Declarant, if required, or by a majority of the Board of Directors of the Association following expiration of the Declarant Control Period, the owner of such Additional Property and Declarant (or the President or Vice President of the Association following expiration of Declarant Control Period and approval by the Board) will execute a Supplemental Declaration subjecting said Additional Property to the terms and condition hereof and to such other terms and conditions as are required by Declarant (or a majority of the Board of Directors of the Association following expiration of the Declarant Control Period), in the exercise of its or their sole discretion, as a condition of such approval. Upon the filing of the Supplemental Declaration, the Additional Property described therein shall thereafter be deemed as part of the Property.

(c) Additions by Merger. Upon merger or consolidation of the Association with another association, following approval by two-thirds (a) of the votes of the Members pursuant to a Referendum therefor or (b) of the votes of the Members present, in person or by proxy, at a duly held meeting at which a quorum is present, the Association's property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the existing property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation will effect any revocation, change or addition to the covenants established by these CC&Rs within the Property. Lands that become subject to these CC&Rs under the provisions of this Section 2.2(c) may in the future be referred to as a part of the Property.

2.3 Withdrawal of Property by Declarant. Declarant reserves the right to amend these CC&Rs during the Declarant Control Period for the purpose of removing any portion of the Property from the coverage of these CC&Rs, provided the withdrawal is not contrary to the overall, uniform scheme of development for the Property. Such amendment will not require the consent of any person other than the Owner of the property to be withdrawn, if not Declarant. If the property is Common Area, the Association will consent to the withdrawal.

2.4 Conveyances of Common Areas. All parcels of land shown as Common Areas on the Development Survey, or that are identified herein as Common Areas and are required by use of a conveyance to vest in the Association ownership and use thereof, will be deeded or an easement will be granted with respect thereto by Declarant within two (2) years after Declarant has completed improvements thereon. Upon any such conveyance or grant of easement, if such is required, or upon completion of any improvements thereon or thereto by Declarant, if earlier, the Association will immediately become responsible for all maintenance, repair and replacements therefor, the operation thereof and such additional construction of improvements as may be authorized by the Board of Directors. For purposes of measuring the foregoing two (2)-year period, any improvements will be deemed completed the later of the date all required certificates or permits of occupancy or use are issued therefor, or the date such improvements may be used in the manner and for the purposes for which they are constructed. The Association will be responsible for all maintenance of Common Areas when improvements thereto have been completed, notwithstanding the fact that Declarant is not obligated to deed or grant an easement for such properties until two (2) years after improvements have been completed thereon. Any such conveyance by Declarant will be conveyed subject to all restrictive covenants filed Of Record at the time of conveyance including, without limitation:

(i) The right of access of Declarant, its successors and assigns, over and across such property;

(ii) The right of both Declarant, during the Declarant Control Period, or the Association, after expiration of the Declarant Control Period, and the ACB to approve all structures, construction, repairs, changes in elevation and topography and the location of any object (including vegetation) within the Common Areas prior to the commencement of such activities or location of any object therein;

(iii) All utilities and drainage easements; and

(iv) All of Declarant's reserved rights set forth in these CC&Rs.

Notwithstanding anything in the foregoing to the contrary, Declarant will not be required to so convey the Common Areas where such conveyance would be prohibited under agreements to which Declarant is a party on the date of establishment of such Common Areas, but, in such case, Declarant will be allowed to postpone such conveyance, without a penalty, until such time as said prohibition terminates, is released or is nullified.

In consideration of the benefits accruing to the Association and to the Members under these CC&Rs and in consideration of the covenants and agreements of Declarant hereunder, the Association hereby agrees to accept title to any property, or to any interest in property, now or hereafter conveyed to it pursuant to the terms and conditions of these CC&Rs. Upon the due recording of a deed, easement, lease or other instrument or memorandum of conveyance Of Record to the Association, title or such other interest in property conveyed will vest in and to the Association without the necessity of any further act, deed or approval of any person, including the grantor, lessor and/or the Association.

Anything contained herein to the contrary notwithstanding, Declarant may, but shall not be obligated, to delay the conveyance, lease or use or license agreement with respect to any of the Common Area until, but not later than, the expiration of the Declarant Control Period, if Declarant determines that the

Association will achieve economies of scale with respect to the costs and expenses of maintaining and operating the said Common Area, including the insuring thereof, by Declarant continuing to carry ownership thereof on its books and back charging the Association for such costs and expenses commencing the date upon which the improvements necessary for use for the Common Area's intended purpose shall be completed.

2.5 Owner's Interest Subject to Plan of Development. Every purchaser of a Unit will purchase such property, and every Mortgagee and lien holder of an interest therein will take title, or hold such security interest with respect thereto, subject to the plan of development for Cobblestone Park and these CC&Rs.

ARTICLE 3

PLAN OF DEVELOPMENT OF THE GOLF COURSE LAND, SPRING HOUSE CLUB PROPERTY AND OTHER CLUB PROPERTY

3.1 The Golf Course Land. All Owners hereby acknowledge that the Club Property Owner has created a private, recreational membership club, known as the "The University Club" (the "Club"), which is not owned by Declarant or the Association. The Golf Course Land does not constitute Common Areas hereunder. No representations or warranties have been or are made by Declarant or any other person, including the Club Property Owner, with regard to the continuing ownership or operation of the Club and its facilities as depicted upon any master land use plan, or marketing display or survey of the Golf Course land. No purported representation or warranty, written or oral, in such regard shall ever be effective without an amendment hereto executed or joined into by Declarant and the Club Property Owner. The Declarant reserves all rights to amend, supplement or delete, in part or in its entirety, the Golf Course Land or substitute other property therefor, with the prior written consent of the Club Property Owner recorded Of Record.

3.2 Spring House Club Property. The clubhouse, pool and tennis facilities comprising the Spring House Club Property existing at the date hereof are owned by the Declarant and licensed by the Club Property Owner. The Spring House Club Property does not constitute Common Areas hereunder. No representations or warranties have been or are made by Declarant, Club Property Owner or any other person with regard to the continuing ownership or operation of the Spring House Club Property and its facilities as depicted upon any master land use plan, or marketing display or survey of the Spring House Club Property. No purported representation or warranty, written or oral, in such regard shall ever be effective without an amendment hereto executed or joined into by Declarant and the Club Property Owner. The Declarant reserves all rights to amend, supplement or delete, in part or in its entirety, the Spring House Club Property or substitute other property therefor, with the prior written consent of the Club Property Owner recorded Of Record.

3.3 Club Property Not Governed by the Association. **ALTHOUGH ALL OR A PORTION OF THE CLUB PROPERTY IS OR MAY BE LOCATED WITHIN THE PROPERTY, THE CLUB PROPERTY IS NOT GOVERNED BY THE ASSOCIATION NOT WITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY.**

3.4 Mandatory Membership in the Club. Each Owner (excluding the Declarant, Featured Builders and the Association) of an Existing Declarant Unit or a New Unit (a "Membership Unit") must acquire and maintain in good standing a full membership (the "Full Membership") in the club located within the Club Property (the "Club") operated by the Club Property Owner (the "Full Membership") for each Membership Unit owned. Notwithstanding any provision to the contrary herein, an Owner of more than one Membership Unit, who combines the Membership Unit in a manner acceptable to the Club, the ACB and/or Association, as the case may be, in accordance with Section 5.25(a) so that only one residence may be built thereon, will be required to maintain only one Full Membership for the combined Membership Units and may resign the additional Full Memberships. If the Owner of more than one (1) Membership Unit enters into an agreement to combine Membership Units that is acceptable to the Club Property Owner, the ACB and/or the Association, as the case

may be, such Owner shall not be required to acquire and maintain more than one (1) Full Membership, provided such Owner complies with such agreement. The obligation of such Owner to pay for the resigned Full Membership shall cease upon resignation of such Full Membership after the Membership Units are combined in accordance with this Section 3.4.

3.5 Membership Plan Documents. Membership in the Club is subject to the terms and conditions of the Club Membership Plan, the Rules and Regulations and the Membership Agreements, as the same may be amended from time to time (the "Membership Plan Documents"). In the event the Club is converted from a non-equity club to a member-owned equity club in accordance with the Membership Plan Documents, the Membership Plan Documents shall also include the Club Equity Membership Plan, the Bylaws, the Certificate of Incorporation and the Membership Purchase Agreements. At such time as the Club is converted to an equity club, each member of the Club will be required to convert to the corresponding equity membership in the Club in accordance with the Membership Plan Documents, and shall be required to pay an equity contribution to the Club as determined under the Membership Plan Documents. Any required payment of an equity contribution shall be considered a Club Charge (as defined below).

3.6 Club Charges. Membership in the Club requires the payment of a membership purchase price called a membership deposit and membership dues, fees and other amounts (the "Club Charges"). Club Charges shall be determined by the Club and are subject to change as contemplated by the Membership Plan Documents. Club Charges owed by Owners to the Club that become delinquent under the terms and conditions set forth in the Membership Plan Documents ("Delinquent Club Charges") are deemed to constitute Specific Assessments of the Association, for which the Association shall have a lien against each Unit for all unpaid Specific Assessments in accordance with the lien and foreclosure provisions set forth in Article 12. If the Club provides notice to the Association that an Owner owes Delinquent Club Charges, the Association shall have the right and obligation to collect Delinquent Club Charges from Owners and to enforce its lien for Specific Assessments, through and including foreclosure of the lien. In the event that the Association does not enforce its rights hereunder with respect to a Specific Assessment resulting from Delinquent Club Charges, the Association hereby consents and authorizes the Club to enforce the lien and foreclosure provisions of Article 12. All Delinquent Club Charges collected by the Association from Owners are the property of the Club and shall be immediately paid to the Club. Transfer of a Full Membership shall be in accordance with the Membership Plan Documents.

THE ASSOCIATION HAS A LIEN AGAINST EACH LOT FOR DELINQUENT CLUB CHARGES.

3.7 Club Property. The Club Property is privately owned, leased, licensed and/or operated by the Club Property Owner. The Club has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom the Club Property shall be used. By way of example, but not limitation, the Club has the right to approve users and determine eligibility for use, to reserve use rights for future purchasers of Units, to modify the Membership Plan Documents, to reserve memberships, to sell, lease or otherwise dispose of the Club Property in any manner whatsoever and to any person whomsoever, to add, issue or modify any type, category or class of membership, to recall any membership at any time for any or no reason whatsoever, to convert the Club into a member-owned club, to make any other changes in the terms and conditions of membership or in the facilities available for use by members and to require the payment of a purchase price, initiation fee, membership deposit, dues and other charges for use privileges. **ACQUISITION OF A FULL MEMBERSHIP IN THE CLUB IS MANDATORY. HOWEVER, OWNERSHIP OF A UNIT OR ANY PORTION OF THE PROPERTY OR MEMBERSHIP IN THE ASSOCIATION DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE CLUB PROPERTY AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE CLUB OR THE CLUB PROPERTY.**

3.8 Acknowledgements Regarding Club Property. Each Owner, by acceptance of a deed or recorded contract of sale to a Unit acknowledges:

1. That privileges to use the Club Property shall be subject to the terms and conditions of the Membership Plan Documents and, with respect to the Golf Course Land, those restrictions set forth in Section 5.26.

2. Notwithstanding the fact that the Club Property may be considered open space or a recreation area for purposes of applicable zoning ordinances and regulations, each Owner by acquisition of title to a Unit releases and discharges forever the Declarant, the Club Property Owner, the Club, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents from: (1) any claim that the Club Property is, or must be, owned and/or operated by the Association or the Owners, and/or (2) any claim that the Owners are entitled to use the Club Property by virtue of their ownership of a Unit without acquiring a membership in the Club, paying the applicable membership contribution or membership deposit and dues, fees and charges established by the Club from time to time, and complying with the terms and conditions of the Membership Plan Documents for the Club.

3. Each Owner and the Association shall jointly and severally indemnify, defend, and hold harmless the Declarant, the Club Property Owner, the Club, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, against and in respect of, and to reimburse the Declarant, the Club Property Owner, the Club, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorney and paralegal fees and disbursements (even if incident to any appeals), that the Declarant, the Club Property Owner, the Club, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, shall incur or suffer, which arise out of, result from or relate to any claim that because the Club Property is deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, the Club Property must be owned and/or operated by the Association or the Owners and/or that Owners may use the Club Property without acquiring a membership in the Club pursuant to the Club's Membership Plan Documents and paying the membership contribution or membership deposit, and dues, fees and charges established by the Club from time to time;

4. That any entry upon the Club Property without permission of the Club may be deemed a trespass and each Owner shall refrain from, and shall cause all occupants of such Owner's Unit, their guests and invitees to refrain from any unauthorized entry upon the Club Property;

5. That the Club may, but is not obligated to, assign to the Association the right to collect any or all Club Charges on behalf of the Club. In such case, the Association will collect all Club Charges for a particular calendar month and remit same to the Club, together with a statement of accounts receivable itemized in reasonable detail and in such format as may be reasonably acceptable to the Club and the Association, setting forth the status of payment of each Club member, within ten (10) days following the end of the applicable calendar month. The Club shall have the right, at the Club's expense, upon reasonable notice to the Association to audit the Association's books and records relating to the collection of and remittance of the Club Charges. The Association shall, on behalf of the Club, take such actions to collect unpaid Club Charges as the Association customarily takes with respect to other delinquent Assessments or other amounts owned to the Association by Owners pursuant to the terms hereof and shall be reimbursed by the Club for all costs incurred by the Association for such action, within thirty (30) days of the Association's written request to the Club for such reimbursement;

6. That the proximity of Units and the Non-Club Property to the Club Property results in certain foreseeable risks, including the risk of damage or injury from errant golf balls or the recovery thereof and

that each Owner's use and enjoyment of his or her Unit and the Non-Club Property may be limited as a result and that neither the Association, Declarant, the Club Property Owner nor the Club shall have any obligation to take steps to remove or alleviate such risks, nor shall they have any liability to any Owner or occupant of any Unit, their guests or invitees, for damage or injury resulting from errant golf balls being hit upon any Unit or the Property or the recovery thereof;

7. That the Club and its designees may add to, remove or otherwise modify the landscaping, trees and other features of the Club Property, including changing the location, configuration, size and elevation of bunkers, fairways and greens on the Golf Course Land and constructing fences on or around the Club Property, and that neither the Club, Declarant, the Club Property Owner nor the Association, shall have any liability to Owner as a result of such modifications to the Club Property;

8. That there are no express or implied easements over the Club Property for view purposes and no guaranty or representation is made by Declarant or any other Person that any view over and across the Club Property will be preserved without impairment, and that neither the Club, Club Property Owner, Declarant nor the Association shall have any obligation to prune or thin trees or other landscaping to preserve views over the Club Property;

9. That no representations or warranties that are inconsistent with this Section, either oral or written, have been made or are made by Declarant, the Club Property Owner or the Association or by any person acting on behalf of any of the foregoing;

10. That the Club Property Owner may own one or more lakes, water retention ponds or other water features on the Property. Notwithstanding the ownership of such lakes or water retention ponds, the Club may use any and all Lakes, water retention ponds or other water features on the Property for the purpose of irrigating and maintaining the Club Property with the result that the water level in such lakes, water retention ponds or other water features may from time to time vary. Each Owner of a Unit acknowledges such right on the part of the Club and agrees not to commence any cause of action or other proceeding involving the Club based on the exercise of such right or otherwise interfere therewith; and

11. In the event there are insufficient water levels to provide the necessary irrigation needs of the Club Property and the Non-Club Property, subject to applicable governmental permits and requirements, the Club Property shall have first priority of irrigation, followed by the Non-Club Property, any other area of common responsibility and any Common Area.

3.9 Rights of Access and Parking. The Club Property Owner and members of the Club (regardless of whether such persons are Owners hereunder), their guests and invitees and the employees, agents, contractors and designees of the Club Property Owner shall at all times have a right and a non-exclusive easement of access and use over all roadways located within the Non-Club Property reasonably necessary to travel to and from the entrance of the Property from and to the Club Property, respectively and further over those portions of the Non-Club Property reasonably necessary for the use operation, maintenance, repair and replacement of the Club Property. Without limiting the generality of the foregoing, members of the Club and permitted members of the public shall have the right to use the pedestrian and golf cart paths located throughout the Non-Club Property and to park their vehicles on the roadways located within the Non-Club Property at reasonable times before, during and after tournaments and various other functions held at the Club Property.

3.10 Utility and Services Easements. Declarant hereby grants the following perpetual, alienable and transferable non-exclusive easement over and across the Non-Club Property for the benefit of the Club Property Owner: all of the Non-Club Property shall be subject to an easement or easements to provide for: (a) installation, service, repair and maintenance of the equipment and lines required to provide utility services to the Club Property, including, without limitation, power, lights, telephone, cable television, gas, water, sewer and drainage, (b) governmental services, including, without limitation, police, fire, health, sanitation and other public service

personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies, and (c) installation, service, repair and maintenance of the Club Property and the facilities constructed or to be constructed thereon.

3.11 Drainage and Irrigation Easement. Declarant hereby grants the following perpetual, alienable and transferable non-exclusive easement over and across the Non-Club Property for the benefit of the Club Property Owner: an easement for drainage, flowage and irrigation over, under and upon the Non-Club Property, including any Unit, in favor of the Club Property Owner, including, without limitation, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the water Drainage System, flowage pipes and irrigation pipes. There is hereby further reserved for the benefit of Club Property Owner, and its agents, employees, successors and assigns, a perpetual non-exclusive easement over, across and on the rights-of-way of all streets, roads and all unimproved portions of the Non-Club Property and all areas of the Drainage System for access to construct, install, inspect, operate, maintain, repair or replace the Drainage System. By this easement, the Club Property Owner shall have the right to enter upon any portion of any portion of the Non-Club Property, including any Unit, that is a part of the Drainage System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Drainage System as required by any applicable water management district or authority; provided, however, notwithstanding anything herein to the contrary, Club Property Owner shall only exercise its right to enter onto a Unit pursuant to this Section if Club Property Owner has been assigned the responsibility to maintain the Drainage System, and shall exercise any of such rights in a manner that does not disturb any home constructed on the Unit or materially interfere with an Owner's ability to construct a home on the Unit. Additionally, the Club Property Owner shall have a perpetual non-exclusive easement for drainage, stormwater collection, retention and detention over, upon and within the entire Drainage System and all other drainage easements shown on each plat or otherwise reserved, declared or created pursuant to these CC&Rs. No person shall alter the drainage flow of the Drainage System, including buffer areas or swales, without the prior written approval of any applicable water management district or authority.

3.12 Easement to Enter upon Units. Declarant hereby grants the following perpetual, alienable and transferable non-exclusive easement over and across the Non-Club Property for the benefit of the Club Owner: an easement or easements for ingress and egress in favor of the Club Property Owner, to enter upon the Units for the purposes of maintenance and/or repair of the Club Property; provided, however, the Club Property Owner shall exercise its rights pursuant to this Section in a manner that does not disturb any home constructed on the Unit or materially interfere with an Owner's use or enjoyment of such Unit.

3.13 Assumption of Risk and Indemnification. Each Owner by its purchase of a Unit expressly assumes the risks associated with all or any portion of the Club Property (regardless of whether the Owner is using the facilities) and agrees that neither Declarant, the Club Property Owner, the Association nor any of their affiliates, successors and assigns or their respective members (in the case of limited liability company only), partners, shareholders, officers, directors, employees and agents nor any other entity designing, constructing, owning or managing all or any portion of Club Property, or planning or constructing the Owner's Unit shall be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution or other visual or audible offenses or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Unit or Common Areas to any of the Club Property, including, without limitation, any claim arising, in whole or in part, from the negligence of Declarant or any other entity designing, constructing, owning or managing all or any portion of the Club Property, or planning or constructing the Owner's Unit. Each Owner hereby agrees to indemnify and hold harmless Declarant, the Club Property Owner, the Club, the Association, their affiliates, successors and assigns or their respective members (in the case of limited liability company only), partners, shareholders, officers, directors, employees and agents and any other entity owning or managing all or any portion of the Club Property against any and all claims by Owner's guests and invitees.

3.14 Landscape Easement. By recordation of these CC&Rs, Declarant does hereby reserve for itself and the Club Property Owner and the members of the Club, a perpetual, alienable and transferable easement over, across and upon each and every Unit that abuts or is contiguous to the Club Property for the purpose of operation and maintenance of the Club Property, including, without limitation, the installation of recreational and other facilities on the Club Property and the use of usual and common equipment for irrigation, maintenance and landscaping thereof, which easement shall specifically constitute a part of the Club Property. By way of example and not limitation, such easement shall permit, but shall not require, entry into any Unit for the purpose of planting grass, applying fertilizer, mowing and edging and removing any underbrush, trash, debris and trees.

3.15 Golf Play Easement. By recordation of these CC&Rs, Declarant does hereby reserve for itself and the Club Property Owner and the members and guests of the Club, a perpetual alienable and transferable easement over, across and upon each and every Unit that abuts or is contiguous to the Club Property for the purpose of doing every act necessary and appropriate to the use and enjoyment of the golf course, if any, located on the Club Property and playing of golf on the Club Property ("Golf Course Easements"), which shall include, but not be limited to, the recovery of golf balls from any Unit, the flight of golf balls over and upon any Unit, the usual and common noise level created by the playing of golf and the usual and common activities associated with the operation and maintenance of the Club Property. Nothing herein however, shall be deemed to permit the playing of golf on any Unit, it being the intention of this easement that golf play should be limited to the Club Property.

1. The existence of the Golf Course Easements shall not relieve golfers of personal liability for damage caused by errant golf balls. Under no circumstances, however, shall Declarant, the Association, its Members (in their capacity as such) or the Club Property Owner, nor any of their respective appointees, directors, officers, employees, contractors, consultants, shareholders, affiliates, assignees, successors, nominees nor agents, be held liable for any damage or injury to Owner or any guest, invitee or any of Owner's contractors or subcontractors, or any other person or a Unit or any improvement thereon resulting from errant golf balls, whether in motion or at rest, which has been driven from the golf course or its environs.

2. The Club Property Owner or the owner of any other golf course located on the Property, including their respective agents, successors and assigns, shall at all times have a perpetual, non-exclusive easement of access and use over and across those portions of the Non-Club Property and the Units reasonably adjacent to the golf course as is reasonably necessary to the use, operation, maintenance, repair and replacement of such golf course.

3. The owners of any golf course on or adjacent to the Property, including the Club Property Owner and the owner of any other golf course located on the Property, and their respective successors and assigns, shall have a perpetual, exclusive easement of access over the Non-Club Property for the purpose of retrieving golf balls from bodies of water, other than swimming pools, lying reasonably within range of golf balls hit from such golf course property. All golf balls within such bodies of water not immediately retrieved by the owner of such golf balls shall be the property of the Club Property Owner.

3.16 The Club's Approval Rights. The Club Property Owner shall have the right to disapprove actions of the Board and any committees that in its reasonable judgment materially and adversely affects the use of the Club, the Club Property or the rights or obligations of the Club Property, the Club Property Owner or the Club under these CC&Rs. This right may be exercised by the Club at any time within ten (10) days after the Club's receipt of the notice of such proposed action. In the event that the Club Property Owner disapproves of any action of the Association, Board or any committee, the Association, Board or committee, as applicable, shall immediately cease and desist from taking any further action to move forward with or implement, the disapproval action.

This Article 3 may not be amended without the written consent of the Club Property Owner.

ARTICLE 4

DESIGN GUIDELINES; APPROVAL

4.1 **Purpose.** In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development and to protect and promote the value of the Development, the Units and all improvements located therein or thereon, including landscaping, grading, excavation or filling of any nature whatsoever, outside lighting, driveways, mail boxes, decks, patios, courtyards, swimming pools, playhouses, awnings, walls, fences, garages, guest or servants' quarters or other outbuildings will be subject to prior review and approval and in accordance with design and development guidelines, as well as the form of application and review procedures therefor (the "Design Guidelines") for such improvements or construction or development work that is published, from time to time, and no such improvements of any nature whatsoever will be altered or added to, or maintained upon any part of the Non-Club Property, except in accordance with such guidelines and approval procedures established therefor. No site work will be undertaken upon a Unit (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements and planting or removal of landscaping materials) nor any structures placed, erected or installed upon any Unit or adjacent to any Unit where the purpose of the structure is to service the Unit, except in accordance with this Article 4 and upon approval as herein provided unless specifically exempted from the application and approval requirements hereof by specific terms and conditions hereof pursuant to these CC&Rs or pursuant to a writing signed by Declarant in recordable form.

4.2 **Cobblestone Park's Featured Builders.** Each Owner, by acceptance of a deed to a Unit, acknowledges that Developer, on behalf of itself and the Owners, has a legitimate interest in assuring that all construction undertaken within the Development is of the highest quality and is conducted expeditiously and with the least possible disruption to adjacent and neighboring lots and properties so that Developer's vision for the Development will be demonstrated and property values within the Development may at all times be protected and maintained at the highest possible levels. Consequently, with respect only to any New Unit or Existing Declarant Unit (singularly, a "Featured Builder Unit" and collectively, the "Featured Builder Units"), all plans and specifications for the construction of a residential dwelling unit or other improvements shall provide evidence that the applicant is utilizing a builder that has been approved by Declarant and included on the "Featured Builder List" promulgated by Declarant from time-to-time in its sole, absolute and unfettered discretion, as a condition to the commencement of construction of any improvements to a Featured Builder Unit. Declarant shall provide a list of Featured Builders to all Owners of Featured Builder Units. To qualify as a "Featured Builder", a builder must satisfy certain criteria and requirements established by Declarant, including, without limitation, the execution and delivery of a Featured Builder Agreement or Developer's Homebuilding Royalty Agreement by the Featured Builder. Pursuant to the Featured Builder Agreement or Developer's Homebuilding Royalty Agreement, each Featured Builder is obligated to pay Developer a fee or royalty equal to seven percent (7%) of the total construction cost and fees payable by an Owner to the Featured Builder for the construction of the home and landscaping of the Unit (including, without limitation, all construction costs, landscaping costs, Featured Builder's profit, change orders fees and expenses). The criteria and requirements established by Declarant for a builder to qualify as a Featured Builder are solely for Declarant's protection and benefit and are not intended to, and shall not be construed to, benefit any Owner or any other party whatsoever. Declarant makes no representation, express or implied, to any Owner or any other party whatsoever with regard to the Featured Builders, including, without limitation, the existence, nature and extent (including coverage amounts and deductibles) of insurance policies that may be maintained by the Featured Builders from time to time, the solvency or financial status of the Featured Builders from time to time, the nature and amount of any bonds that may be maintained by the Featured Builders from time to time, the performance (or the ability to perform) by the Featured Builders of their contractual obligations (including any contractual obligations of any of the Featured Builders in favor of any Owner or any other party whatsoever), the compliance by the Featured Builders with building codes and other requirements, rules, laws and ordinances of federal, state and local governmental and quasi-governmental bodies and agencies relating to the construction of improvements on the Units and other

activities engaged in by the Featured Builders from time to time, the use of any substance or material, including, without limitation, any stucco or synthetic material by the Featured Builders in connection with the construction of improvements, the compliance by any Featured Builder with any licensing requirements imposed by federal, state and local governmental and quasi-governmental bodies and agencies from time to time, including, without limitation, the maintenance of any required builder's and/or contractor's license and the failure or alleged failure of any Featured Builder to comply with any industry standard or any other reasonable standard or practice with respect to such Featured Builder's work or materials used in the construction of houses and other activities engaged in by such Featured Builder within Cobblestone Park. Furthermore, neither Declarant, nor the officers, directors, members, employees, agents or affiliates of Declarant, shall have any responsibility whatsoever for any sum that any Owner or any other party may deposit with a Featured Builder, including, without limitation, any earnest money or other deposit that any Owner may deliver to a Featured Builder. The selection of a Featured Builder by an Owner shall be conclusive evidence that such Owner is independently satisfied with regard to any and all concerns such Owner may have about the Featured Builder's work product and/or qualifications. Owners shall not rely on the advice or representations of Declarant or the officers, directors, members, employees, agents or affiliates of Declarant in that regard. The provisions of this subsection requiring the use by each Owner of the Featured Builder shall automatically terminate and be of no force or effect upon the date Declarant's right to function alone as the design review and approval authority has terminated, as provided in Section 4.3(a). Until then, this subsection shall not be amended without the prior written consent of Declarant and the Club Property Owner. Declarant's approval hereunder of any builder as a Featured Builder shall not be construed as approval or certification of the competency of the Featured Builder or adequacy of the improvements built by such Featured Builder, it being agreed that Owner shall hold Declarant harmless from all claims and liabilities arising from use of a Featured Builder.

4.3 Design Review; Development and Construction.

(a) Approval. It is acknowledged that Declarant has a substantial interest in ensuring that the Non-Club Property and all improvements thereto and thereon enhance the Property and Declarant's unsold Units, and do not impair its ability to market, sell or lease such Units. Therefore, no development, land clearing, tree removal, land disturbance or building construction shall be commenced on a Unit unless and until Declarant has given its prior written approval for such activity, which approval may be granted or withheld in Declarant's sole discretion. Declarant shall constitute the sole design and review authority and may approve plans and submissions or take other actions in Declarant's own name or on behalf of the Development until such time as (i) Declarant no longer owns any Property held for development into additional Units, (ii) no longer holds a Unit for sale by it in the ordinary course of its business, (iii) Completion of Construction (as defined in Section 5.1(c)(ii)) of all structures and improvements has occurred on the Units conveyed to Owners by Declarant, and (iv) Declarant no longer has the right to add any Additional Property. Notwithstanding anything herein to the contrary, nothing shall restrict the earlier relinquishment in writing by Declarant of Declarant's sole design and review authority over the Non-Club Property or any portion thereof.

(b) Review. In reviewing and acting upon any request for approval, Declarant or its designee shall be acting solely in Declarant's interest and shall owe no duty to any other person.

(c) Fees. Declarant may establish and charge reasonable fees for review of applications and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant may employ architects, engineers or other persons as deemed necessary to perform the review. Declarant may also establish a reasonable, re-fundable deposit as security for the repair of any damaged Common Areas incurred during construction.

(d) Designation by Declarant. Declarant may, in its sole discretion, designate one or more persons from time to time to act on its behalf in reviewing applications hereunder, including an architectural control board sometimes herein referred to as the "ACB".

4.4 Members of the ACB. The ACB shall comprise no less than three (3) members. The initial members of the ACB shall be designated by Declarant, its successors or assigns. Declarant and its successors or assigns shall retain the sole right to appoint and remove all members of the ACB. Each new member of the ACB appointed by the Board shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Declarant has the right to change the number of members on the ACB so long as there are at least three (3) members.

(a) Function of the ACB. The members of the ACB 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 Declarant. Declarant may establish reasonable fees to be charged by the ACB for review of applications hereunder and may require such fees to be paid in advance prior to review of any application. In addition, the ACB may retain architects, engineers or other professionals to assist in the review of any application, and the ACB may charge any reasonable fees incurred for such assistance to the applicant. The ACB may also collect from applicants, prior to the commencement of any work, a deposit amount refundable in its entirety to the applicant upon applicant having complied in a satisfactory and timely manner with the requirements of these CC&Rs. The ACB shall be empowered to retain such portion of said deposit as it, in its sole discretion, shall deem appropriate as penalty for applicant's failure to fulfill such requirements either completely or in a timely fashion. Said deposit may also be retained as compensation for any damage that Owner's construction may have caused to adjacent property. Owners shall remain responsible for said damage to the extent that retained deposit does not fully cover said damages.

4.5 Review of Proposed Construction.

(a) Improvements. No improvements, including, without limitation, dwellings, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, buildings, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwaves, reception devices, mailboxes, external enclosures (including entry screen and patio screen enclosures) or landscaping (including hedges and massed plantings) shall be commenced, erected, installed, altered, modified, painted, planted or maintained on the Non-Club Property, including the Units, nor shall any canopy, shutters or window coverings be attached to or placed upon outside walls or roofs of any structure or building by any Owner other than Declarant, unless such improvements have been reviewed by and received the written approval of the ACB (not the Association) in accordance with subsection (b) of this Section. Improvements that were reviewed and approved by an architectural control committee pursuant to the University Club Amended Declaration or University Club Declaration shall be considered approved for purposes of this Article. Any Owner desiring to make improvements shall submit three (3) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the ACB to be qualified, showing the nature, dimensions, materials and location of the same.

(b) Plans and Specifications. The ACB shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ACB may also issue rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the improvements that the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The ACB may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans.

(c) Establishment of Guidelines. The ACB may, but shall not be required to, establish the Design Guidelines on behalf of Declarant. The Design Guidelines shall not be the exclusive basis for decisions by the ACB and compliance with the Design Guidelines shall not guarantee approval of an application by the ACB.

4.6 Non-Liability of ACB Members. Neither the ACB nor any member thereof, nor its duly authorized ACB representative, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the ACB's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The ACB's review and approval or disapproval of plans submitted to it for any proposed improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The ACB shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. Furthermore, approval by the ACB of any plans and specifications does not excuse any Owner from also receiving approvals as required by all applicable governmental agencies.

4.7 Design Guidelines and Procedures.

(a) Preparation. Declarant shall prepare or cause to be prepared the Design Guidelines, which may contain general provisions applicable to all of the Non-Club Property, as well as specific provisions, which vary depending upon the type of improvements intended for a Unit. Any such Design Guidelines would be intended to provide guidance to owners and builders regarding matters of particular concern to Declarant in considering applications. The Design Guidelines are not the exclusive basis for decisions of Declarant and compliance with the Design Guidelines does not guarantee approval of any application. The Design Guidelines stand on their own and are not to be considered part of these CC&Rs. Declarant shall have sole and full authority to amend the Design Guidelines as long as it owns any portion of the Property.

(b) Amendments. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

(c) Application. No development or construction activities shall commence on a Unit until an application for approval has been submitted to and approved by Declarant. Such application shall include plans and specifications showing site layout, floor plans, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation and other features of proposed construction, as applicable. Declarant may require the submission of such additional information as may be reasonably necessary to consider any application.

(d) Review. In reviewing each submission, Declarant may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Declarant's determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. Declarant shall have the sole discretion to make final, conclusive and binding determinations on matters of aesthetic judgment and such determinations shall not be subject to review so long as made in good faith and in accordance with the procedures set forth herein.

(e) Determination. Declarant shall make a determination on each application within 30 days after receipt of a completed application and all required information. Declarant may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or

(iii) disapprove the application. Declarant shall notify the applicant in writing of the final determination on any application within five days of making its said determination.

(f) Failure to Respond. In the event that Declarant fails to respond in a timely manner, Declarant shall be deemed to have given approval. Notice shall be deemed to have been given at the time the envelope containing the response is deposited within the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

(g) Commencement of Construction. Subject to the provisions of Section 5.1, if construction does not commence on a project for which plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be commenced and completed within the time frames set forth in Section 5.1(c). If approved work is not completed within the required time, or if it is performed in violation of this Section 4.7(g) or in a manner inconsistent with the approved plans, it shall be considered nonconforming and shall be subject to enforcement action by Declarant in accordance Section 4.7(h), and Declarant's repurchase right pursuant to the provisions of Section 5.1(c), in addition to any other remedies set forth herein or available at law or in equity.

(h) Removal and Restoration. Upon written request from Declarant, an Owner shall, at its sole cost and expense, remove any non-conforming structure or improvement and restore the Unit to substantially the same condition as existed prior to the non-conforming work. Should an Owner fail to remove and restore the Unit as required, Declarant, or their designees, shall have the right to enter upon the Unit, remove the violation and restore the Unit to substantially the same condition as previously existed. Such action shall not be deemed to be a trespass. Upon demand, the Owner shall reimburse all costs incurred by any of the foregoing in exercising its rights under this Section 4.7(h).

(i) Exemption of Certain Activities. Declarant may, by written resolution placed in the records of the Association, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

4.8 Variances. Declarant may, but shall not be required to, 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, or when design merit warrants such variance. No variance shall (a) be effective unless in writing, (b) be contrary to these CC&Rs or (c) preclude Declarant from denying a variance in other circumstances. For purposes of this Section 4.8, 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.

4.9 Limitation of Liability.

(a) Design Standards. The design standards and procedures are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property; they do not create any duty to any third parties. Review and approval of any application pursuant to these CC&Rs is made on the basis of aesthetic considerations only, and Declarant 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.

(b) Work. Declarant shall not be held liable for (i) soil conditions, drainage or other general site work, (ii) any defects in plans revised or approved hereunder, (iii) any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees

or agents, or (iv) any injury damages or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to a Unit. Declarant makes no representation, express or implied, to any Owner or any other party whatsoever with regard to the Design Guidelines, including, without limitation, the compliance of the Design Guidelines with building codes and other requirements, rules, laws and ordinances of federal, state and local governmental and quasi-governmental bodies and agencies relating to the construction of improvements on the Units and other activities engaged in by Featured Builders from time to time, the appropriateness of use of any substance or material required by the Design Guidelines, the compliance of the Design Guidelines with any licensing requirements imposed by federal, state and local governmental and quasi-governmental bodies and agencies from time to time, and the failure or alleged failure of the Design Guidelines to comply with any industry standard or any other reasonable standard or practice with respect to the work or materials used in the construction of structures and other activities engaged in by Owners or Featured Builder within the Property in accordance with the Design Guidelines.

4.10 Assignment of Review and Approval Rights. Declarant reserves the right to assign its review and approval rights reserved in this Article 4 by filing an Assignment and Assumption Agreement with respect thereto in the applicable Recording Office.

4.11 Association Succession; Establishment of Design Review Committee.

(a) Establishment of ACB by the Board. After the termination of Declarant's right to function alone as the design review and approval authority, as provided in Section 4.3(a), without an assignment of the review and approval rights and authority under Section 4.7, the Association shall succeed to all review and approval rights reserved in this Article 4 without any further documentation thereof, recorded or unrecorded. At that time, the ACB under these CC&Rs will consist of not more than five (5) nor less than three (3) members, who need not be Unit Owners, appointed by the Board. The terms of office for each member and other matters of governance to be applicable to the ACB will be established by the Board. Notwithstanding the foregoing to the contrary, any member appointed to the ACB by the Board following assignment of the whole or any portion of ACB functions pursuant to Section 4.7 above is subject to the prior approval of Declarant until such time as Declarant's right to function alone as the design review and approval authority has terminated, as provided in Section 4.3(a).

(b) Administration of Design Guidelines. After the termination of Declarant's right to function alone as the design review and approval authority, as provided in Section 4.3(a), the ACB is responsible for administering the Design Guidelines, adopted and amended from time to time as hereinafter provided, and for the review and approval process conducted in accordance with the Design Guidelines. The ACB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors and/or attorneys in order to advise and assist the ACB in performing its functions set forth herein. The ACB may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the committees in having any application reviewed by architects, engineers or other professionals, and for having the review process managed by the Association's management company.

(c) Adoption, Amendment and Deletion of Design Guidelines Matters. After the termination of Declarant's right to function alone as the design review and approval authority, as provided in Section 4.3(a), the ACB shall have no authority to adopt, amend or delete any design criteria set forth in the Design Guidelines, which may only be done by the Board of Directors, with the advice of the ACB.

(d) Liability of ACB Members. No member of the ACB, or any assignee of rights hereunder, will be liable to any Unit Owner for any decision, action or omission made or performed by the ACB member in the course of his duties unless the member acted in bad faith or in reckless disregard of the rights of any person or of the terms of these CC&Rs.

(e) Indemnification. Members of the ACB or successor board exercising rights so assigned are indemnified by the Association or District Association to which the exercised right was assigned.

4.12 The Design Guidelines Generally. Declarant will prepare, or cause to be prepared, the Design Guidelines, which will apply to all development and construction activities within the Non-Club Property in the Development, except those development and construction activities of Declarant and Declarant's contractors and sub-contractors, which shall not be subject to ACB review or the Design Guidelines. The Design Guidelines may contain general provisions applicable to all of the Non-Club Property in the Development, as well as specific provisions that may vary according to District, location therein, unique characteristics and intended use. Until the termination of Declarant's right to function alone as the design review and approval authority, as provided in Section 4.3(a), Declarant may amend, modify, supplement and add to the Design Guidelines; and after the Declarant Control Period, such changes may be made solely by the Board of Directors, with the advice of the ACB. Design Guidelines adopted pursuant to this Section may be amended at any time without notice in the sole discretion of the entity adopting the same.

(a) Interior Improvements. Generally speaking, the Design Guidelines will not cover interior improvements, which will, generally, not be subject to review and approval by the ACB, unless the review and approval may otherwise be required because the interior improvements are made within an area plainly within view of adjacent properties.

(b) Drainage. The Design Guidelines may provide that, in connection with the ACB's approval and to prevent excessive drainage or surface water runoff, the ACB may have the right to establish a maximum percentage of property that may be covered by buildings, structures or other improvements, which guidelines may be promulgated on the basis of topography, percolation rates of the soil, soil types and conditions, vegetation cover and other environmental factors, or to impose guidelines for the installation of storm water management facilities deemed appropriate to limit or control runoff.

(c) Other Design Guidelines and Standards. The Development's Design Guidelines may also provide applicable guidelines (i) prohibiting or restricting the erection and use of temporary structures; (ii) setting permissible times of construction and requirements concerning construction debris; (iii) covering the allowance of and, where allowed, the content, size, style and placement location for, signage; (iv) requiring or encouraging visually screened service yards; (v) establishing exterior lighting design and location criteria; (vi) prohibiting or limiting installation and use of wells; and (vii) setting conditions for property subdivision or consolidation and for subjecting the Non-Club Property to further covenants, conditions, restrictions and easements; provided, however, Declarant's activities may be excepted or exempted from any and all such guidelines. The within listing of possible guidelines is not an exhaustive listing and is intended merely to provide an example of the diversity of guidelines as may be incorporated in the Design Guidelines and will not act as a limitation upon guidelines and guidelines as may or may not be implemented.

(d) Guidance; Final Authority of Declarant and Successor ACB. The Design Guidelines are intended to provide guidance and will not be the exclusive basis for decisions of Declarant and any successor ACB, and compliance with the Design Guidelines may not guarantee approval of any application. Declarant and any successor ACB will have the sole discretion to determine whether plans and specifications submitted for approvals are acceptable to it, and the refusal of approval of any plans and specifications may be based by Declarant and any successor ACB upon any ground that is consistent with the objects and purposes of these CC&Rs, as may be supplemented by the Design Guidelines, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious. The decision of Declarant in the exercise of its review and approval authority shall be final. Any Owner that is not satisfied with the determination of any successor ACB shall have the right to appeal the ACB's determination to the Board of Directors, provided a notice of such appeal is given by the Owner to the ACB and the Board of Director's within twenty (20) days following the ACB's

determination. The appeal procedure shall be in accordance with such as shall be provided by the Board of Directors or as shall be stipulated in the Design Guidelines.

(e) Inspections and Permit and Certificate Issuance. The Design Guidelines may also provide procedures for Declarant and any successor ACB inspection of work, for the issuance of a permit to commence work and for the issuance of a certificate following completion thereof, in addition to any such permits and certificates as may be issued by governmental authority with jurisdiction thereof, which may constitute conditions precedent to use or occupancy.

(f) Fees and Charges. In addition to application fees and charges, the Design Guidelines may provide a schedule of fees, charges, required damage or other deposits, fines for noncompliance and other amounts due and payable by an Owner as part of the application, review and approval processes, which schedule Declarant and any successor ACB may increase, modify and amend at any time. All fees, charges and fines provided herein will constitute Specific Assessments and a lien upon the Unit to which the fees and charges relate.

4.13 Approval Not a Guarantee. No approval of plans and specifications and no publication of the Design Guidelines and architectural standards thereunder will be construed as representing or implying that the plans, specifications or guidelines will, if followed, result in properly designed improvements. Such approvals and guidelines will in no event be construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, nor the Association, nor the ACB is responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article 4, or any defects in construction undertaken pursuant to the plans and specifications.

4.14 Enforcement. There is specifically reserved unto Declarant and any successor ACB the right of entry and inspection upon any Unit or other portion of the Non-Club Property for the purpose of determining whether there exists any unapproved improvement or whether any improvement violates the terms of any approval by the ACB or the terms of these CC&Rs. Except in emergencies, any exercise of the right of entry and inspection by Declarant and any successor ACB hereunder should be made only upon reasonable notice given to the Owner at least twenty-four (24) hours in advance of such entry. The Association, acting pursuant to the direction of the ACB, is specifically empowered to enforce the provisions of these CC&Rs by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any improvement, or to remove any unapproved improvements, the prevailing party in such litigation shall be entitled to recover all legal fees and costs incurred in connection therewith.

4.15 Amendment. This Article IV shall not be amended without the prior written consent of Declarant until all Units are improved following the issuance of Certificates of Occupancy therefor.

ARTICLE 5

USE RESTRICTIONS

5.1 Building Restrictions. Except as may be otherwise set forth in these CC&Rs, in the Design Guidelines adopted hereunder, in the Development Survey, in any Supplemental Declaration, in any agreement with Declarant or by specific deed restriction, the following building restrictions will apply with respect to the Non-Club Property subject to these CC&Rs:

(a) Featured Builder Units. Any and all Featured Builder Units are subject to the restrictions set forth in Section 4.2.

(b) Number of Buildings on Units. No structure will be constructed upon an unimproved Unit constituting a single-family lot other than one (1) detached, single-family dwelling and such number of approved accessory buildings, which may include a detached private garage, servant's quarters, guest house or pool house, provided a single structure may incorporate all of said uses and provided such dwelling or accessory building does not overcrowd the Unit and is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building. A guest suite or like facility may be included as part of the main dwelling or accessory building but said suite may not be rented or leased except as part of the entire premises including the main dwelling.

(c) Commencement and Completion of Improvements.

(i) Construction and completion of any and all improvements to all Units shall be performed and completed by Owner at its sole cost and expense in substantial conformance, in all material respects, with the plans approved pursuant to the provisions of this Article 5 ("Approved Plans") therefor and these CC&Rs. Completion of Construction of the exterior of all dwellings and other structures constructed upon any unimproved Residential Unit constituting a single-family lot must occur within eighteen (18) months after Commencement of Construction of same, or such shorter period of time as shall be determined by Declarant or the ACB to be suitable given the scope and complexity of the work to be performed. Completion of Construction of the exterior of all dwellings constructed upon any unimproved Residential Unit constituting a multi-family dwelling or any unimproved Commercial Unit must occur within the time frame therefor established by Declarant by recorded instrument or by contract. Notwithstanding the foregoing, a longer period of time may be granted, in Declarant's sole discretion, where completion of construction is impossible or would result in great hardship to the Owner or builder thereof due to strikes, fires, national emergencies or natural calamities. No dwelling under initial construction shall be occupied until construction is completed and all necessary approvals of any governmental authorities have been obtained. The time periods established in this paragraph shall not be tolled by the further conveyance of the Unit from the initial Owner to a subsequent Owner.

(ii) For purposes hereof, "Completion of Construction" shall have occurred only upon the satisfaction of the following conditions: (i) the dwelling, including, without limitation, all equipment, fittings and fixtures and all exterior painting, landscaping, patios and driveways required to be installed pursuant to the Approved Plans, shall have been substantially completed and installed in substantial conformance, in all material respects, with the Approved Plans therefore, as certified by the architect, engineer or architectural or engineering firm responsible for the creation of the Approved Plans; (ii) permanent certificate(s) of occupancy have been issued by the appropriate governmental authorities to Owner, and a copy thereof delivered to Declarant, and all other certificates, licenses, permits, authorizations, consents and approvals necessary for the full use and occupancy of the structure for its intended purposes shall have been issued by the appropriate governmental authority to Owner, and a copy thereof delivered to Declarant; and (iii) Owner shall have caused to be delivered to Declarant a written certificate from its architect or engineer (the "Completion Certificate") to the effect that the construction of the structure, including, without limitation, all equipment, fittings and fixtures required to be installed pursuant to the Approved Plans, have been substantially completed and installed in substantial conformance, in all material respects, with the Approved Plans and in accordance with all applicable laws relating to the construction of the improvements, and that direct connection has been made to all abutting public utilities (including water, electricity, storm and sanitary sewer and telephone).

(iii) For purposes hereof, "Commencement of Construction" or "Commence Construction" shall mean that (i) a building permit has been issued for the structure by the appropriate jurisdiction; (b) construction of the structure has physically commenced beyond site preparation; and (c) the structure's foundation or slab has been inspected by Declarant.

(iv) Declarant shall have the right, unless specifically waived or modified in writing by Declarant, to repurchase ("Repurchase") any Featured Builder Unit upon the failure of the Owner of any such

Unit to Commence Construction within three (3) years after the Assessment Commencement Date (as defined in and provided for by in Section 12.14) or upon the failure of any Owner to attain Completion of Construction within the time frames established therefor in Section 5.1(c)(1). Notwithstanding anything herein to the contrary, in no event shall the initial three (3) year period be deemed to commence until the City issues a notice of satisfactory completion of infrastructure for the Unit or such other approval or consent that would permit the City to issue a building permit for a single-family home. The time periods established in this subsection shall not be tolled by the further conveyance of the Unit from the initial Owner to a subsequent Owner.

(1) Such time periods for Commencement of Construction and Completion of Construction may be extended by Declarant in its sole discretion with respect to any unimproved Unit by recorded instrument or by contract. In the event that Declarant exercises its right to Repurchase an unimproved Unit due to failure to timely (i) Commence Construction, or (ii) attain Completion of Construction in accordance with this Section, the repurchase price ("Repurchase Price") shall equal eighty percent (80%) of the purchase price paid by the then current Owner for the Unit plus the actual cost of improvements made to such Unit by or on behalf of such Owner and its successors-in-title, if any. Such costs shall be documented by invoices submitted to Declarant and shall not include any interest charges, other loan fees or carrying charges, costs associated with the repurchase, attorneys' fees or personal expenses of Owner or its successors-in-title. In order to exercise its Repurchase rights under this subsection (the "Exercise"), Declarant shall deliver its written notice of Exercise to Owner, together with Declarant's calculation of the Repurchase Price. Such notice shall be given no later than one hundred twenty (120) days following the expiration of either the period to Commence Construction or the period to achieve Completion of Construction, as applicable. The failure of Declarant to exercise its right to Repurchase because of an Owner's failure to timely achieve Commencement of Construction or Completion of Construction within the time frames set forth herein shall not be deemed a waiver of Declarant's right to Repurchase. The failure of Declarant to insist upon strict compliance by an Owner with the time frames set forth in this subsection or to exercise its right to Repurchase against an Owner shall not be deemed a waiver of Declarant's right to Repurchase against any other Owner.

(2) The closing on the Repurchase pursuant to this subsection shall take place within thirty (30) days after Declarant's notice above. Owner shall transfer the Unit by a deed in the same form (including warranties) and containing only those title exceptions as were contained in the original deed executed by Declarant to the initial Owner of the Unit. Owner shall be obligated to pay any and all outstanding assessments or other charges due and owing under these CC&Rs and shall cure or cause to be cured all title defects or exceptions not existing at the time of the transfer of the Unit to the initial Owner of the Unit by Declarant. Real estate ad valorem taxes and prepaid assessments shall be prorated as of the date of closing. All expenses related to any such repurchase shall be paid by the Owner. In the event that there are insufficient closing proceeds to cover all of the Owner's obligations pursuant to these CC&Rs (such unpaid amounts, the "Deficiency"), Declarant shall have the right but not the obligation to take the structure subject to such liens that are not paid from the closing proceeds and to obtain and record a judgment against the Owner in the amount of the Deficiency that amount shall bear interest from the date of closing until paid.

(3) Declarant's Repurchase rights under this subsection are subordinate and junior to all rights of any holder of an Institutional Mortgage. Declarant shall have no right of Repurchase in the event of a foreclosure or proceedings in lieu of foreclosure; however, upon the transfer of title to the structure as a result of such foreclosure or proceedings in lieu of foreclosure, the structure will be subject to all of the provisions of these CC&Rs, including the provisions of this subsection. Notwithstanding anything herein to the contrary, upon the earlier to occur of: (i) the issuance of the final certificate of occupancy by the controlling governmental authority with respect to the structure or (ii) ten (10) years after the date these CC&Rs are recorded in the applicable Recording Office, Declarant's right to Repurchase provided for in this subsection shall expire and be of no further force or effect.

(d) Other Requirement of Residences. In addition, all residential structures constructed on an unimproved Unit will be designed and constructed in compliance with the requirements of such political subdivision with jurisdiction thereof.

(e) Amendment. This Section 5.1 shall not be amended without the prior written consent of Declarant.

5.2 Trees. No Owner, other than Declarant, shall be entitled to cut, remove or mutilate any trees, shrubs, bushes or other vegetation having a trunk diameter of six (6) inches or more at a point of four and one-half (4-1/2') feet above the ground level, or other significant vegetation as designated, from time to time, by the ACB, without obtaining the prior approval of the ACB, provided that dead or diseased trees that are inspected and certified as dead or diseased by the ACB or its representatives, as well as other dead or diseased shrubs, bushes or other vegetation, shall be cut and removed promptly from any property by the Owner thereof. Nothing herein shall be construed so as to limit any applicable law or ordinance.

5.3 Alteration of Setback Lines in the Best Interest of Development. Where because of size, natural terrain or any other reason in the opinion of Declarant, it should be in the best interest of the Development that the setback lines of any Unit should be altered or changed, then Declarant reserves unto itself, its successors or assigns, and no other, the right to change said setback lines to meet such conditions. Declarant specifically reserves the right to transfer and assign this right of approval to the ACB hereinafter established.

5.4 Use of Residential Units. Each Residential Unit will be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Residential Unit's dwelling as an office by an Owner or Occupant will not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic; provided that in no event will any Residential Unit be used as the office of or storage area for any building contractor, real estate developer or real estate broker, except as may be on a temporary basis, without the express written approval of Declarant during the Declarant Control Period, and thereafter by the Board of Directors, and in accordance with reasonable rules and regulations promulgated therefor. Nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on an unimproved Residential Unit constituting a single-family lot, or the showing thereof for sale; and nothing herein shall be construed to prevent Declarant or Featured Builder permitted by Declarant from erecting, placing or maintaining signs, structures and offices as it may deem necessary for its operation and sales in the Development. Lease or rental of a Residential Unit for residential purposes will also not be considered to be a violation of this covenant so long as the lease (A) is for not less than the entire Residential Unit and all the improvements thereon, and (B) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by Declarant and the Board of Directors. Unless otherwise set forth in a Supplemental Declaration or a District Declaration filed Of Record by Declarant, which it may establish in its sole discretion, leases or rental agreements will be in writing and will be for a duration of one (1) year or more unless, for good cause shown, the Board permits, in writing, a shorter term, which, nevertheless, shall not be shorter than six (6) months. Upon request, the Owner will provide Declarant and Board of Directors with copies of such lease or rental agreement. Any Occupant will in all respects be subject to the terms and conditions of these CC&Rs and the rules and regulations adopted hereunder.

(a) Timeshare, Fractional Plans. Unless otherwise set forth in a Supplemental Declaration or a District Declaration filed Of Record by Declarant, no timeshare plans, fractional plans, exchange programs or clubs, or travel or vacation clubs comprised of a trust, corporation, cooperative, limited liability company, partnership, equity plan, non-equity plan, membership program or any such other similar programs, structures, schemes, devices or plans of any kind, including such plans defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27-32-10, et. seq., or any subsequent laws of this State dealing with that or similar type of ownership by a Unit Owner: (a) shall be created, established, operated or maintained with respect to the Non-Club Property or the Units, (b) shall acquire Units and (c) shall not be permitted to incorporate a

structure or Unit into such entity, program, structure, scheme, device or plan, except by Declarant or except with the prior written authorization from Declarant, which authorization may be given or withheld in Declarant's sole and absolute discretion, and which authorization shall be evidenced by a Supplemental Declaration executed by Declarant, filed Of Record and containing a reference to these CC&Rs and this Section.

(b) Amendment. This Section 5.4 shall not be amended without the prior written consent of Declarant.

5.5 Antennas. No television antenna, radio receiver or other similar device will be attached to or installed on any portion of the Non-Club Property, except as required by the Telecommunications Act of 1996 and implementing rules therefor issued by the Federal Communications Commission and by the Association in conformity with rules or guidelines of the Federal Communications Commission; provided, however, Declarant and the Association will not be prohibited from installing upon the Common Areas equipment necessary for master antenna, security, cable television, mobile radio or other similar systems within the Development. Declarant's right and easement to install such facilities upon Common Areas shall continue for as long as Declarant owns and operates any of the Property or holds any property for sale and whether or not Declarant Control period has expired and shall, furthermore, be liberally construed to include the installation and construction of facilities, services and delivery systems, now existing or as technology shall be created in the future.

5.6 Water Wells. Subject to the terms of Section 6.16, no private water well may be drilled, installed or maintained on any of the Non-Club Property for irrigation. The ACB may, however, authorize shallow wells for closed-end, geo-thermal residential systems. Furthermore, except for Declarant and the Association, no Owner shall draw water from any Lake for any purpose whatsoever.

5.7 Clotheslines. No clotheslines or drying yards shall be located upon a Unit so as to be visible from any Common Area or from any adjoining property or Unit.

5.8 Propane Gas Tanks. Any propane gas tanks shall be either screened from view with screening approved by Declarant or ACB, as the case may be, or shall be buried underground on a Unit and the lid shielded from the view from any road by plantings or other means approved by the ACB.

5.9 Firearms and Fireworks. No firearms or fireworks of any variety shall be discharged upon or within any Unit or upon any Common Area. The term "firearms" shall include, without limitation, guns, "B-B" guns and pellet guns. Notwithstanding the foregoing, the Board of Directors may, if allowed by law, contract for a professionally conducted fireworks display.

5.10 Exclusion of Above Ground Utilities. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead; provided, however, that the normal service pedestals, etc., used in conjunction with such underground utilities shall be permitted within the Development. Overhead utilities shall be permitted during the construction period and until utility companies can place them underground.

5.11 Signs. Except as may be required by law or by legal proceedings, no signs or advertising posters of any kind, including, without limitation, "For Rent," "For Sale" and other similar signs, shall be erected by an Owner, the Association or any agent, broker, contractor or subcontractor thereof, nor shall any sign or poster be maintained or permitted on any window or on the exterior of any improvements or on any unimproved portion of Property, without the express written permission of the ACB. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the ACB and may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this Section 5.11 shall not apply to Declarant or to any person having the prior written approval of Declarant. In addition, the

Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas in accordance with architectural design standards adopted therefor by the ACB and approved by governmental authority with jurisdiction thereof.

5.12 Pets. Owners may keep dogs, cats or other recognized household pets within or upon their Units, either under verbal control or leashed. The Board of Directors may, in its sole discretion, establish by rule that dogs of a certain breed are potential hazards to the Property and its occupants, such as those known as Pit Bulls, Rottweilers, Dobermans, Chows and German Shepherds, and are deemed not to be normal household pets. The Board of Directors may also establish reasonable rules and regulations (i) to insure that all permitted pets are properly licensed and inoculated for rabies and such other disease for which inoculation is customary for that breed of pet; (ii) that limit the number of such allowed pets; (iii) that prohibit pets from being kept, bred or maintained for any commercial purpose; and (iv) that require the removal of any pet due to its unreasonable disturbance of the peaceful possession and quiet enjoyment of any other portion of the Property. Upon the written request of any Occupant, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 5.12, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right, subject to Section 13.2, to fine any Occupant for the violation of these pet restrictions by such Occupant, and the Occupant shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the Occupant's pet. Any such fine or cost of repair shall be added to and become a part of that portion of any Assessment next coming due to which such Unit and its Owner are subject.

5.13 Drainage. No Owner shall channel or direct drainage water onto a neighboring Unit, Common Area or onto any Club Property except in accordance with a drainage plan approved by Declarant, and in the case of drainage onto any Club Property, in accordance with such plan as is approved by the Club Property Owner. No Owner shall make any change to or modification of the originally established grades, swales and slopes of his or her lot in any way that changes or impedes the originally established flow of storm water drainage.

5.14 Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Subdivision. Exterior sculpture, fountains, flags and similar items are subject to Declarant's or ACB's prior approval; provided, however, that nothing contained herein shall prohibit the appropriate display of the American flag or the flag of the State of South Carolina, although size and placement restrictions may be imposed and apply thereto.

5.15 Trash Containers. Trash, rubbish, garbage and other waste shall be kept only in sanitary containers located in an area in the rear of the Unit screened from view with screening approved by Declarant or ACB. No trash container at any time shall be placed in the front of any Unit.

5.16 Nuisances. No rubbish or debris of any kind will be dumped, placed or permitted to accumulate upon any portion of the Development, nor will any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities will not be carried on in any part of the Development, and the Association and each Owner and Occupant will refrain from any act or use that could cause disorderly, unsightly or unkempt conditions, or which could cause embarrassment, discomfort, annoyance or nuisance to the Occupants of other portions of the Development or that could result in a cancellation of any insurance for any portion of the Development, or that would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, will be located, used or placed within the Development, except as may be permitted pursuant to terms, conditions, rules and regulations adopted therefor by the Board of Directors. Any Owner or Occupant who dumps or places any trash or debris upon any portion of the Development will be liable to the Association for the

actual costs of removal thereof plus an administrative fee of \$100.00, or such other sum set therefor by the Board as a recoupment of administrative costs in administering the cleanup and notices to the Owner and Occupant, and such sum will be added to and become a part of that portion of any Assessment next becoming due to which such Owner and his property is subject.

5.17 Motor Vehicles, Trailers, Boats, Etc. Each Owner will provide for parking of automobiles off the streets and roads within the Development. There will be no outside storage or parking upon any portion of the Development of any vehicle with signage or lettering advertising a business, mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks without signage or lettering advertising a business), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices, except in a Unit's garage. Any permitted parking of a mobile or motor home within a garage will not be construed as to permit any person to occupy such mobile or motor home, which is strictly prohibited. Furthermore, although not expressly prohibited hereby, the Board of Directors may at any time prohibit or write specific restrictions with respect to the operating of mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, all terrain vehicles (ATVs) and other vehicles, or any of them, upon any portion of the Development if in the opinion of the Board of Directors such prohibition or restriction will be in the best interests of the Development. Such policies may change from time to time with changing technology. The storage of any such vehicles within a garage will be permitted, even if operating the same is prohibited. No Owners or other Occupants of any portion of the Development will repair or restore any vehicle of any kind upon or within a property subject to these CC&Rs except (A) within enclosed garages, or (B) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

5.18 Mining and Drilling. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of the Development, nor shall any oil, natural gas, petroleum, asphalt or hydrocarbon products or materials of any kind be produced or extracted from the Property.

5.19 Owner's Landscape Maintenance Between Lot Line and Adjacent Paving. Unless the Unit is located within a District in which the Association performs landscaping adjacent to a Unit Owner's yard, an Owner will be responsible for maintaining on a regular basis the landscaping, if any, and ground cover along the right-of-way roadside or sidewalk, as applicable, bordering an Owner's Unit constituting a single-family lot, whether or not such area is a part of the Owner's Unit. Each Owner will perform such maintenance within the unpaved area of right-of-way immediately adjacent to a Unit's lot line, and will be of such quality of maintenance as is required to maintain a Development consistency in appearance and cleanliness. An Owner's responsibility under this Section 5.19 to provide regular maintenance will be fulfilled regardless of whether or not an Owner has constructed improvements upon his unimproved Unit or whether or not the Owner permanently resides in the Development.

5.20 Owner's Landscape Maintenance Between Lot Line and Adjacent Club Property. Unless the Unit is located within a District in which the Association performs landscaping adjacent to a Unit Owner's yard, an Owner will be responsible for maintaining on a regular basis the landscaping and ground cover, if any, along the area bordering the Unit and the Club Property. Each Owner will first determine, with the advice and consent of the superintendent or maintenance director of the Club Property, the area between the tees, greens, fairways and out-of-bounds areas or other properties constituting the Club Property maintained by the Club Property Owner and the Owner's Unit, and the Owner's maintenance thereof will be of such quality of maintenance as is required to maintain a Development consistency in appearance and cleanliness. An Owner's responsibility under this Section 5.20 to provide regular maintenance will be fulfilled regardless of whether or not an Owner has constructed improvements upon his unimproved Unit or whether or not the Owner permanently resides in the Development. This Section 5.20 may not be amended without the written consent of the Club Property Owner.

5.21 Owner's Landscape Maintenance Between Lot Line and Spring House Club Property. Unless the Unit is located within a District in which the Association performs landscaping adjacent to a Unit Owner's yard, an Owner will be responsible for maintaining on a regular basis the landscaping and ground cover, if any, of the area bordering the Unit and the Spring House Club Property as is required to maintain a Development consistency in appearance and cleanliness. An Owner's responsibility under this Section 5.21 to provide regular maintenance will be fulfilled regardless of whether or not an Owner has constructed improvements upon his unimproved Unit or whether or not the Owner permanently resides in the Development. This Section 5.21 may not be amended without the written consent of the Club Property Owner.

5.22 Development, Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in these CC&Rs to the contrary, Declarant and its agents, employees, directors, successors and assigns, including any Featured Builder or other approved builder to which Declarant assigns the rights hereunder and as may be further restricted by Declarant under any such assignment, are permitted to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the development, completion, improvement and sale of the whole or any portion of the Property, including, without limitation, the installation and operation of development, sales and construction trailers and offices, signs and models, provided that the location of any such trailers of any assignees of Declarant's rights under this Section 5.22 are subject to Declarant's prior written approval. The rights under this Section 5.22 to maintain and carry on such facilities and activities will include specifically the right to use a Unit's dwelling as a model and as offices for the sale or lease of Units and for related activities.

5.23 Use of Trademark. Each Owner and Occupant, by acceptance of a deed to any lands, tenements or hereditaments within the Development hereby acknowledges that "Cobblestone Park" is a service mark and trademark. Each Owner and Occupant agrees to refrain from misappropriating or infringing these service marks or trademarks.

5.24 Owner Recording Additional Restrictions on Property. No Owner may impose additional restrictive covenants on any lands within the Property beyond those contained in these CC&Rs without approval of Declarant during the Declarant Control Period, and thereafter without consent of the Board of Directors. Declarant may impose additional restrictive covenants on property then owned by Declarant without the consent of any other Owner or the Association.

5.25 Owner's Re-subdivision. No Common Area or Unit will be subdivided, or its boundary lines changed, nor will application for the same be made to any political subdivision with jurisdiction thereof, except with the prior written approval of Declarant, during the Declarant Control Period, and thereafter except with the prior written approval of the Board of Directors. However, Declarant reserves the right to so subdivide, and to take such other steps as are reasonably necessary to make the re-platted property suitable and fit as a building site, including, without limitation, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks and Common Areas.

(a) Consolidation of Lots. The provisions of this Section 5.25 will not prohibit the combining of two (2) or more contiguous Units constituting lots into one (1) larger lot. Following the combining of two (2) or more Units into one (1) larger Unit, as aforesaid, only the exterior boundary lines of the resulting larger Unit will be considered in the interpretation of these CC&Rs. Consolidation of Units, as described herein, must be approved by Declarant during the Declarant Control Period, and thereafter by the Board of Directors, said approval to be granted in its respective sole discretion upon the terms and conditions established by it from time to time, including specific provisions for the payment of Assessments. Upon approval of such consolidation, reduction in density under the PDD shall immediately revert to Declarant and the Owner shall execute such documents and instruments as Declarant shall request to evidence such reversion.

5.26 Restrictions and Owners' Assumed Risks Related to the Golf Course Land. So long as the Golf Course Land is operated as a golf facility, the following shall apply:

(a) Distracting Activity Prohibited. Owners and Occupants, as well as their pets, will refrain from any actions that would detract from the playing qualities of the Golf Course Land. Such prohibited actions will include, but are not limited to, burning materials where smoke will cross the Golf Course Lands, owning dogs or other pets under conditions that interfere with golf course play due to their loud barking or other actions, playing of loud radios, televisions, stereos and musical instruments, running, bicycling, skateboarding, walking or trespassing in any way upon the Golf Course Land, picking up balls or any other similar interference with play.

(b) Assumed Inconveniences and Disturbances by Owners Adjacent to Golf Course Land. By the acceptance of a deed of conveyance to a Unit located adjacent, or nearly adjacent, to the Golf Course Land, the Owner acknowledges and agrees that such Owner assumes the risks of (a) the entry by golfers onto the Property, including his Unit, to retrieve golf balls pursuant to the easement set forth in Section 3.15 (which such entry will not be deemed a nuisance or trespass); (b) possible overspray in connection with the irrigation and fertilization of the roughs, fairways, greens and tees of the golf course and odors arising therefrom; (c) noise from golf course maintenance and operation equipment; (d) disturbance and loss of privacy resulting from golf cart traffic and golfers; and (e) activities associated with lake, pond or lagoon and edge maintenance thereof. Additionally, each Owner acknowledges and understands that herbicides, fungicides, pesticides and chemicals may be applied to the golf course areas throughout the year, and that treated effluent or other sources of non-potable water may be used for the irrigation thereof.

5.27 Assignment of Declarant's Rights to the Association. Declarant reserves the right to assign to the Association, at its sole discretion, its rights reserved in these CC&Rs. The Association hereby agrees to accept any and all assignments of rights hereunder, and no further action will be required by it.

5.28 Declarant's Improvements. No improvements constructed and used by Declarant or Club Property Owner nor the conduct of Declarant's or Club Property Owner's business or any other activities of Declarant or Club Property Owner are or will be subject to the restrictions set forth in this Article 5.

5.29 Other Rights and Reservations. THE OMISSION OF ANY RIGHT OR RESERVATION IN THIS ARTICLE WILL NOT LIMIT ANY OTHER RIGHT OR RESERVATION BY DECLARANT THAT IS EXPRESSLY STATED IN OR IMPLIED FROM ANY OTHER PROVISIONS IN THESE CC&Rs.

ARTICLE 6

PROPERTY RIGHTS

6.1 General Rights of Owners. Each Unit will for all purposes constitute real property that will be owned in fee simple and that, subject to the provisions of these CC&Rs, may be conveyed, transferred and encumbered the same as any other real property. Each Owner will be entitled to the exclusive ownership and possession of such Unit, subject to the provisions of these CC&Rs, including without limitation, the provisions of this Article 6. If any chutes, flues, ducts, conduits, wires, pipes, plumbing or any other apparatus or facilities for the furnishing of utilities or other services or for the provision of support to any Unit lie partially within and partially outside of the designated boundaries of the Unit, any portions thereof which serve only such property will be deemed to be a part thereof, and any portions thereof which serve more than one such Unit or any portion of the Common Areas will be deemed to be a part of such Unit or the Common Areas, as the case may be, and may be described in a Supplemental Declaration as a Limited Common Area. The ownership of each property subject to these CC&Rs will include, and there will pass with each property as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Areas as established hereunder, and the limitations applicable, which will include, without limitation, membership in the Association. Each Owner

will automatically become a Member of the Association and will remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association will automatically pass to his successor-in-title to such Unit.

6.2 Owner's Easement of Enjoyment. Subject to the provisions of these CC&Rs, easements of record and the rules, regulations, fees and charges from time to time established by the Board of Directors in accordance with the Bylaws and the terms hereof, every Owner and Occupant will have a nonexclusive right, privilege and easement of use and enjoyment in and to the Common Areas, including, without limitation, easements of access, ingress and egress over and across all private roadways, to the extent so entitled hereunder, such easement to be appurtenant to and to pass and run with title, subject to the rights, restrictions, reservations, covenants, easements and obligations reserved, granted or alienable in accordance with these CC&Rs, including, without limitation:

(a) Right of Association to Borrow Money. The right of the Board of Directors of the Association to borrow money (i) for the purpose of improving the Development, or any portion thereof, (ii) for acquiring additional Common Areas, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Development, or (iv) for providing the services authorized herein, and, subject to the provisions of Section 11.2, to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association will be subject and subordinate to any and all rights, interest, options, licenses, easements and privileges herein reserved or established for the benefit of Declarant, any Owner or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

(b) Declarant's Reserved Rights and Easements. The rights and easements specifically reserved to Declarant in these CC&Rs.

(c) Association's Rights to Grant and Accept Easements. The right of the Board of Directors of the Association to grant and accept easements as provided in Section 6.9 and to dedicate or transfer fee simple title to all or any portion of the Common Areas to any public agency or authority, public service district, public or private utility or other person, provided that any such dedication or transfer of the simple title must be approved by Declarant during the Declarant Control Period and thereafter for so long as Declarant owns any of the Property primarily for the purpose of development or sale.

(d) Association's Rights to Enter into a Covenant to Share Costs. The right of the Board of Directors of the Association to enter into a Covenant to Share Costs pursuant to which Owners are granted rights of use and access in and to a third-party owned property or facility in exchange for the payment by the Association of a fee or shared expense, which will be added to and a part of the Association's Common Expenses; or pursuant to which any third-party is granted rights or use and access to any Common Area and for which the Association receives a fee or shared expense. An example of a Covenant to Share Costs would be an agreement to share with a third-party the costs and expenses of insuring, maintaining, replacing and repairing a road or shared entry owned by such third-party and over which or through which Owners hereunder are granted non-exclusive easements of use and access. Any such Covenant to Share Costs must be approved by Declarant during the Declarant Control Period and thereafter for so long as Declarant owns any of the Property primarily for the purpose of development or sale.

(e) Association's Rights and Easements. The rights and easements specifically reserved in these CC&Rs for the benefit of the Association, its directors, officers, agents and employees.

(f) Declarant's Easements for Additional Property. Declarant's right to add Additional Property to these CC&Rs pursuant to Section 2.2(a) and the rights and easements reserved in Section 6.6 for the benefit of the Additional Property so added to these CC&Rs.

6.3 Use and Enjoyment of Lakes. Except as permitted in Section 6.3(e), use and enjoyment of any Lake within the Development shall be subject to the terms and conditions of these CC&Rs, the terms and conditions of any Supplemental Declaration and rules and regulations from time to time established by the Board of Directors.

(a) Docks. Unless allowed by Declarant pursuant to a Supplemental Declaration, or by a rule or regulation established therefor by the Board of Directors, and with respect to the designated Lake covered thereby, no dock, bulkhead or other improvement shall be made to the boundary of a Lake or extended into any Lake. If any dock or other improvement is permitted, plans therefor shall first be submitted to and approved by the ACB, and must conform to the design standards adopted therefor by the ACB. Either Declarant, Club Property Owner or the Association, with the consent of Declarant during the Declarant Control Period, may, in their respective sole discretions, construct piers and docks for use by Members as Common Areas.

(b) Fishing and Swimming; Wild Life and Marine Life. Unless allowed by Declarant pursuant to a Supplemental Declaration, or by a rule or regulation established therefor by the Board of Directors, and with respect to the designated Lake covered thereby, no fishing, swimming, snorkeling, scuba diving and related activities shall be allowed in any Lake. Except for Declarant and the Association, no Owner shall introduce any waterfowl or marine life into a Lake.

(c) Boating Activities. Unless allowed by Declarant pursuant to a Supplemental Declaration, or by a rule or regulation established therefor by the Board of Directors, and with respect to the designated Lake covered thereby, no boating, sailing, canoeing, wind surfing and related activities shall take place on any Lake.

(d) Owner's Landscape Maintenance Between Lot Line and Adjacent Lake or Pond. Unless the Unit is located within District in which the Association performs landscaping adjacent to a Unit Owner's yard, an Owner of a Unit adjacent to or whose property line extends into a Lake will be responsible for maintaining on a regular basis the waterfront area in a neat and clean condition and in such manner as to prevent erosion of the embankment or any condition or problem that disrupts or interferes with the proper functioning of the Development's storm water management systems and facilities that are a part of such Lake. An Owner's responsibility under this Section 6.3(d) to provide regular maintenance will be fulfilled regardless of whether or not an Owner has constructed improvements upon his unimproved Unit or whether or not the Owner permanently resides in the Development.

(e) Lakes on Non-Club Property. Notwithstanding any provision to the contrary, neither Declarant, Association, the Board of Directors, nor any Owner shall have any rights with regard to any Lake to the extent it is on Non-Club Property.

6.4 Access, Ingress and Egress; Private Roadways. All Owners, by accepting title to property conveyed subject to these CC&Rs, waive all rights of uncontrolled and unlimited access, ingress and egress to and from such property and acknowledge and agree that such access, ingress and egress will be limited to roads, sidewalks, walkways and paths located within the Development from time to time, provided that pedestrian and vehicular access to and from all such property will be provided at all times. Subject to the right of Declarant to dedicate any roadways within the Development pursuant to Section 6.4(c), there is reserved unto Declarant, the Association and their respective successors and assigns the right and privilege, but not the obligation, to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Development, provided that access to the Property may be granted to any person who gives reasonable evidence satisfactory to entry guards, if there are any, that entry is with the specific permission of the Owner or his duly authorized agent. Neither Declarant, Club Property Owner nor the Association will be responsible, in the exercise of its reasonable judgment, for the granting or denial of access to the Property in accordance with the foregoing.

NEITHER DECLARANT, CLUB PROPERTY OWNER NOR THE ASSOCIATION SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF ANY GATE OR CONTROLLED ACCESS TO THE PROPERTY OR SAFETY MEASURES UNDERTAKEN WITH RESPECT THERETO BY ANY OR ALL OF THEM, NOR SHALL ANY OR ALL BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY FAILURE TO PROVIDE CONTROLLED ACCESS OR SAFETY MEASURES, OR FROM LEAVING ANY GATE OPEN, AS PERMITTED UNDER SECTION 6.4(d), OR FROM A FAILURE OR INEFFECTIVENESS OF ANY SUCH CONTROLLED ACCESS OR SAFETY MEASURES UNDERTAKEN BY ANY OR ALL OF THEM. NO REPRESENTATION, WARRANTY OR COVENANT IS GIVEN TO ANY OWNER OR OCCUPANT BY ANY OR ALL OF DECLARANT, CLUB PROPERTY OWNER AND THE ASSOCIATION THAT ANY CONTROLLED ACCESS OR SAFETY MEASURES INSTALLED OR UNDERTAKEN CANNOT BE BYPASSED OR COMPROMISED, OR THAT THEY WOULD, IN FACT, AVERT DAMAGE OR LOSS RESULTING FROM THAT WHICH THEY ARE DESIGNED TO PREVENT, AND EACH OWNER BY ACCEPTANCE OF A DEED TO A UNIT AND EACH OCCUPANT THEREOF SHALL INDEMNIFY AND HOLD DECLARANT, CLUB PROPERTY OWNER AND THE ASSOCIATION AND THEIR RESPECTIVE EQUITY INTEREST HOLDERS, OFFICERS AND DIRECTORS HARMLESS FROM ANY DAMAGE AND COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY ANY OR ALL OF THEM AS A RESULT OF ANY SUCH ASSERTION OR DETERMINATION.

(a) Uniform Act Regulating Traffic. In order to provide for safe and effective regulation of traffic, Declarant reserves the right to file Of Record the appropriate consent documents making the Uniform Act Regulating Traffic on Highways of South Carolina (Chapter V, Title 56 of the Code of Laws of South Carolina, 1976, as amended) applicable to all of the private streets and roadways within the Non-Club Property. Moreover, Declarant may promulgate from time to time additional parking and traffic regulations that will supplement the above-mentioned State regulations as it relates to conduct on, over and about the private streets and roadways in the Non-Club Property. These supplemental regulations will initially include, without limitation, those set out hereinafter and Declarant reserves the right to adopt additional regulations or to modify previously promulgated regulations from time to time and to make such adoption or modification effective thirty (30) days after mailing notice of same to the Owners as of January 1 of the year in which such regulations are promulgated.

(b) Post Sign; Towing. Declarant, or the Association after title to any private streets and roadways has passed to it from Declarant, may post "no parking" signs along such private streets and roadways within the Non-Club Property where it, in its sole discretion, determines it to be appropriate to do so and Club Property Owner shall have the same rights on the Club Property. Violators of said "no parking" signs are subject to having their vehicles towed away and will be required to pay the cost of such towing and storage before their vehicle may be recovered. The act of towing said vehicles will not be deemed a trespass or a violation of the Owners' property rights, because the Owner will be deemed to have consented to such action by accepting the right to use the private roads and streets within the Development.

(c) Dedication as Public Roadways. During the Declarant Control Period, Declarant, and thereafter, the Association, shall have the right to dedicate any portion of the roadways within the Non-Club Property to the State of South Carolina or any political subdivision thereof for the purpose of granting public access thereto and over said roadway and for the purpose of having said political subdivision assume responsibility for maintenance of such roadways. Furthermore, during the Declarant Control Period, Declarant, and thereafter, the Association, shall have the right to impose upon the Association the requirement of maintaining any such dedicated roadway until such time as the roadway is brought up to standards acceptable to such public body and maintenance thereof is assumed by such public body; provided, however, Declarant may, in its sole discretion, reserve an easement over any such public roadway to be primarily maintained by such public

body for the purpose of doing additional maintenance to said public streets and roads and to maintain landscaping along the unpaved rights-of-way thereof, and thereafter denominate in a Development Survey or Supplemental Declaration that said easement will constitute a Common Area of the Development to be maintained by the Association.

(d) Declarant's Right to Maintain Open Gate. Notwithstanding anything herein contained to the contrary, Declarant hereby reserves unto itself, its successors and assigns, the right and option to control any gate to the Development (excepting any gate on Club Property, said similar right shall belong to Club Property Owner and its successors and assigns without any limitation) excepting that Club Property Owner shall not limit the access across the Club Property granted herein, and to leave the gate in an open position for the unobstructed and uncontrolled passage of construction vehicles for persons engaged in both infrastructure and building construction activities. The within right, if exercised, will be limited to the hours of 6 a.m. to 6 p.m. and will terminate upon expiration of the Declarant Control Period.

6.5 Easements over Private Roadways.

(a) Public and Service Vehicles. Police, fire, water, health and other authorized municipal officials, employees and their vehicles; paramedic, rescue and other emergency personnel and their vehicles and equipment; school bus and U.S. Postal Service delivery drivers and their vehicles; private delivery or courier service personnel and their vehicles; and persons providing garbage collection services within the Development and their vehicles and equipment will each have a perpetual, non-exclusive easement for access, ingress and egress over the private roadways constituting a portion of the Common Areas, solely for the performance of their official duties.

6.6 Easements for Declarant. During the period that Declarant owns any of the Property for sale, Declarant will have an alienable and transferable right and easement on, over, through, under and across the Common Areas for the purpose of constructing improvements in and to the Units and for installing, maintaining, repairing and replacing other improvements to the Property contemplated by these CC&Rs or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article 2, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event will Declarant have the obligation to do any of the foregoing.

(a) Declarant's Easements for any Additional Property. There is hereby reserved for Declarant, and its successors, assigns, and successors-in-title to the Additional Property, for the benefit of and as an appurtenance to the Additional Property, when added to these CC&Rs pursuant to Section 2.2(a), and as a burden upon the then existing Development, perpetual, non-exclusive rights and easements for (a) pedestrian, vehicular, access, ingress, egress, parking over, across, within and on all private roads, sidewalks, trails, parking facilities and lagoons, from time to time located within the Common Areas or within easements serving the Common Areas, (b) the installation, maintenance, repair, replacement and use within the Common Areas, and those portions of the Non-Club Property encumbered pursuant to Section 6.9 for security systems and utility facilities and distribution lines, including, without limitation, Drainage Systems, storm sewers and electrical, gas, telephone, water sewer and master television antenna and/or cable system lines, and (c) drainage and discharge of surface water onto and across the then existing Non-Club Property, provided that such drainage and discharge shall not materially damage or affect the then existing Non-Club Property or any improvements located thereon.

6.7 Changes in Boundaries; Additions to Common Areas. Declarant expressly reserves the right to change and realign the boundaries of the Common Areas and any Units between such adjacent properties owned by Declarant, provided that any such change or realignment of boundaries will not materially decrease the acreage of the Common Areas and will be evidenced by a revision of or an addition to the Development Survey which will be filed Of Record.

6.8 Fire Breaks. During the Declarant Control Period, Declarant, and thereafter, the Association, shall have a perpetual, alienable and releasable easement and right on and over and under any property to cut fire breaks and other activities that in the opinion of the holder are necessary or desirable to control fires on any property, or any improvements thereon. Entrance upon property pursuant to the provisions of this Section 6.8 will not be deemed a trespass.

6.9 Easements for Utilities. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from any public authority or agency, public service district, public or private utility or other person, upon, over, under and across: (a) all of the Common Areas in accordance with these CC&Rs; (b) any portions of the Property as shown on the Development Survey; (c) any portions of the Property as required by applicable zoning ordinance; (d) any portions of the Property as set forth in a Supplemental Declaration; and (e) those strips of land, ten (10') feet in width, running adjacent to and parallel with a Unit's lot lines. Such applicable easements shall be for the purposes of installing, replacing, repairing, maintaining and using master television antenna and/or cable systems, security and similar systems and all utilities, including, without limitation, storm sewers and Drainage Systems and electrical, gas, telephone, water and sewer lines. Such easements may be granted or accepted by Declarant, its successors or assigns, or by the Board of Directors, provided, however, that during the Declarant Control Period and thereafter for as long as Declarant owns any of the Property primarily for the purpose of development and sale, the Board of Directors must obtain the written approval of Declarant prior to granting and accepting any such easements and provided further that the consent of the Club Property Owner shall be required to grant or accept such easements upon, over, under, or across Club Property. To the extent practical, in Declarant's sole discretion, all utility lines and facilities serving the Development and located therein will be located underground. By virtue of any such easement and facilities, it will be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes or shrubbery, (iii) to grade, excavate or fill, or (iv) to take any other similar action reasonable necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems.

(a) Declarant's Reservations Concerning Additional Property. Notwithstanding anything to the contrary contained in this Section 6.9 or elsewhere in the CC&Rs, Declarant hereby reserves to itself, its successors or assigns, the following perpetual exclusive easements in, under, along and across any portions of the Property identified on Exhibit "F" and/or any Additional Property that is not Club Property as covenants running with such portions of the Property, for the benefit of Declarant to provide for (a) installation, service, repair and maintenance of equipment and lines to provide telecommunication and other high tech services, including, without limitation, telephone, cable television, internet, monitored alarm system and other data transmission services; and (b) reasonable rights of ingress and egress on, along and across the Units, for such persons, contractors or other designees of Declarant, its successors and assigns. Declarant hereby reserves and retains for the benefit of Declarant, its successors or assigns, the exclusive right to enter into long term contracts with providers of such telecommunication and other high tech services, including, without limitation, telephone, cable television, internet, monitored alarm system, fiber optic related communications and data transmission services as Declarant, its successors or assigns may elect and upon such terms and conditions as Declarant, its successors or assigns deems appropriate in its sole and absolute discretion. Notwithstanding anything to the contrary contained in these CC&Rs, to the extent the same shall not conflict with or violate any applicable law or any existing contract or agreement, any provider of such telecommunications and other high tech services that Declarant, its successors or assigns enters into such an agreement with shall be the exclusive and only third party provider of the telecommunications services within the Development that are the subject of such agreement. This exclusivity to the third party provider shall be of no force and effect and inapplicable to the particular service, if there is a default by such provider under the agreement that allows Declarant, its successors or assigns to terminate such agreement or if such agreement has been terminated due to a default. Declarant, its successors or assigns shall be entitled to compensation for allowing the third party provider use and access of its reserved easements hereunder

and any benefits or services resulting therefrom. The provisions of this Section 6.9 shall not apply to any portion of the Property now or formerly known as the "Neighborhood" and "High Pointe" and formerly subjected to the Neighborhood Supplemental Declaration and the High Pointe Supplemental Declaration, respectively and shall not apply to Club Property.

6.10 Easement for Construction and Installation of Walks, Paths, and Signs. There is hereby reserved for the benefit of Declarant and the Association the alienable, transferable and perpetual right and easement upon, over and across (a) all portions of the Common Areas in which improvements are not constructed or erected, and (b) all areas of Non-Club Property shown and noted on any Development Survey or described in any Supplemental Declaration for the installation maintenance and use as recreational bike, pedestrian pathways or trails ("trail system"), as well as for traffic directional signs and related improvements. The trail system shall not interfere with or inhibit the purposes of the Development.

(a) Easement for Use of Any Installed Sidewalk, Walkway or Pathway. Declarant reserves for itself and the Association, a nonexclusive, perpetual easement of ingress, egress, access and use over, across and upon any sidewalk, walkway or path installed upon the Non-Club Property for purposes of pedestrian and bicycle travel from outside of any District and through a District to other portions of such sidewalk, walkway or pathway meandering throughout the Development.

6.11 Easements for the Association. There is hereby reserved a general right and benefit of the Association, and to any manager employed by the Association and any employees of such manager, to enter upon any Unit, or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner directly affected thereby.

6.12 General Maintenance Easement. There is hereby reserved for the benefit of Declarant and the Association an alienable, transferable and perpetual right and easement to enter upon any Non-Club Property subject to these CC&Rs for the purpose of providing insect and reptile control, mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety and appearance within the Development, provided that such easements will not impose any duty or obligation upon Declarant or the Association to perform any such actions, or to provide garbage or trash removal services. Furthermore, it is hereby reserved for the benefit of Declarant and the Association an alienable, transferable and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of a Unit that is located within twenty (20') feet from the water's edge of any lagoon, pond, Lake or other body of water within the Development for the purpose of (a) mowing such area and keeping the same clear and free from unsightly growth and trash, (b) maintaining such bodies of water, such maintenance to include, without limitation, the maintenance of reasonable water quality standards, and (c) installing, constructing, repairing, replacing and maintaining erosion control devices, provided that the foregoing reservation of easements will not be deemed to limit the responsibility therefor by Owners under Section 8.1. The costs thereof incurred as a result of the action or inaction of any Owner will be paid by such Owner as a Special Assessment, and until paid will be a continuing lien upon the Owner's Unit.

6.13 Environmental Easement. There is hereby reserved for the benefit of Declarant and the Association an alienable, transferable and perpetual right and easement upon, over and across all unimproved portions of the Non-Club Property for the purpose of taking any action necessary to effect compliance with environmental rules, regulations and procedures from time to time promulgated or instituted by the Board of Directors, or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water and the right to dispense pesticides.

6.14 Construction Setbacks. Construction setbacks within the Non-Club Property in Development are measured by reference to front, rear and side yard easements shown and noted on the Development Survey or

otherwise provided herein. Unless otherwise shown on the Development Survey, rear and front set backs for a Unit constituting a single-family lot shall be as set forth in the applicable zoning ordinance therefor.

6.15 Party Structure.

(a) Applicability. This Section shall apply to each wall, fence or driveway built as a part of the construction on Units constituting single-family lots any part of:

(i) which is built upon or straddling the boundary line between two adjoining Units;
or

(ii) which is built within four feet of the boundary line between adjoining single-family lot Units, has no windows or doors and is intended to serve as a privacy wall for the benefit of the adjoining Unit; or

(iii) which otherwise serves and/or separates two adjoining single-family lot Units, regardless of whether constructed wholly within the boundaries of one Unit;

and shall constitute a party wall, party fence or party driveway, respectively (each herein referred to as "Party Structure"). The Owners of each such Unit (the "Adjoining Owners") shall own that portion of the Party Structure lying within the boundaries of their respective Units 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 Unit.

(b) Joint and Equal Obligations of Maintenance, Repair and Replacement. In the event of required maintenance, repair as a result of damage or replacement because of destruction of a Party Structure from any causes, other than the negligence of an Adjoining Owner, the Adjoining Owners of the subject Party Structure shall, at joint and equal expense, maintain, repair and rebuild the Party Structure. Required repair or rebuilding of a damaged or destroyed Party Structure shall be the same size and of the same or similar material and of like quality as the Party Structure initially constructed, situate generally in the original location on the common property line between adjoining single-family lot Units, all pursuant to applicable governmental regulation and permits. Each such Adjoining Owner, their respective heirs, successors and assigns, shall have the right to the use of the Party Structure so repaired or rebuilt. The Adjoining Owners shall undertake repairs and reconstruction of the Party Structure wherever a condition exists that may result in damage or injury to person or property if repair or reconstruction work is not undertaken. Either Adjoining Owner, upon discovering the possibility of damage or destruction, shall notify the other Adjoining Owner of the nature of the damage, the work required to remedy the situation and the estimated cost of the repair or reconstruction. The other Adjoining Owner shall then have twenty (20) days from the receipt of the notice either to object to the repairs or reconstruction or to pay such noticed Adjoining Owner's share of the cost of the work. However, in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property), the Adjoining Owner giving such notice may undertake without consent only such work as shall abate the emergency, and the noticed Adjoining Owner shall then have five (5) days from receipt of the notice, which notice shall state with particularity the nature and extent of the existing emergency and the immediate actions taken or to be taken to abate the emergency and what further work, if any, is required for full repair and restoration, after which the noticed Adjoining Owner shall pay its share of the emergency abatement costs, and within the twenty (20) days above provided, shall either object to the further repair or reconstruction work or pay the noticing Adjoining Owner's share of the cost of such further work. The failure of the Adjoining Owner receiving such notice to object in writing to the Adjoining Owner sending such notice within the period of time provided shall be deemed to constitute such noticed Adjoining Owner's acceptance. In the event the Adjoining Owner receiving such notice objects in writing to such work to be done within the period of time provided, either Adjoining Owner may initiate resolution of such disputed repair or reconstruction pursuant to the terms and conditions of Article 14.

(c) Damage or Destruction Caused by Negligence. If either Adjoining Owner's negligence, which is deemed to include the negligence of such Adjoining Owner's family, tenant, guest or invitee, shall cause damage to or destruction of the Party Structure, the negligent Adjoining Owner shall bear the entire cost of repair or reconstruction.

(d) Failure to Pay Share of Expenses. If an Adjoining Owner shall neglect or refuse to pay such Adjoining Owner's share, or all of the cost in the case of negligence, arising from the repair or reconstruction of the Party Structure in accordance with Section 6.15(b), the other Adjoining Owner may, but shall not be required to, undertake such repair or reconstruction and to pay the share of the cost and expense of the Adjoining Owner neglecting or refusing to so pay, which amount thereof shall constitute a "Shared Cost Assessment" collectable in accordance with Section 6.15(h) and subject to lien therein provided.

(e) Decision Not to Rebuild. Any portion of the Party Structure that is damaged or destroyed must be repaired or replaced promptly by the Owners unless:

(i) Repair or replacement would be illegal under any law, statute or ordinance governing health and safety; or

(ii) The Adjoining Owners agree unanimously, in writing, not to repair and reconstruct the damaged or destroyed Party Structure, and the ACB consents to such decision in writing.

(f) Disputes Generally. All disputes between the Adjoining Owners shall be resolved pursuant to the provisions of Article 14.

(g) Adjoining Owners' Easements.

(i) Encroachment. Declarant hereby reserves and grants a perpetual, nonexclusive easement over each Unit, not exceeding one foot in width, for the benefit of each adjoining Unit and the Common Areas, for the purpose of accommodating any encroachment due to settlement or shifting of improvements, roof overhangs, fences constructed, gutters or draining of rainwater from roofs, and for the maintenance of said encroachments so long as they shall exist. The rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created if such encroachment occurred due to the willful misconduct of the Owner or Owners claiming the easement, and provided further that any such encroachments shall be required to conform to applicable law.

(ii) Access. Each Adjoining Owner, and their respective guests, invitees, successors and assigns, shall have a non-exclusive, perpetual easement of access, ingress and egress on, over and across any Party Structure designed for access, ingress and egress, such as shared driveways and walkways.

(iii) Maintenance, Repair and Construction Easement. There shall exist for the benefit of each Adjoining Owner, and their respective guests, invitees, successors and assigns, a perpetual easement for access, ingress and egress on, over and across such portions of the other Adjoining Owner's Unit reasonably necessary or desirable for the construction, repair, maintenance and replacement of the Party Structure. With respect to the whole or any portion of a Party Structure located upon an Adjoining Owner's Unit, an Adjoining Owner shall have an encroachment easement upon the other Adjoining Owner's Unit pursuant to Section 6.15(g)(iv). This construction, repair, maintenance and replacement easement shall include the right to temporarily alter, obstruct and/or block off portions of the Party Structure during construction or repair in order to avoid injury to persons or damage to property. However, in every case of alteration, obstruction or blocking, the said Adjoining Owner exercising such right shall provide, if possible, reasonable alternative means of use and access around the affected area to allow access to and the continued use and enjoyment thereof by persons entitled

to such use and enjoyment. All such construction, repair, maintenance and replacement shall be undertaken and completed in accordance with applicable governmental regulations and permits therefor.

(iv) Encroachment Easements and Licenses. There shall exist for the benefit of each Adjoining Owner an exclusive perpetual encroachment easement and license on, over and across such portions of the Party Structure reasonably necessary or desirable to perform any maintenance, repair, reconstruction or replacement of the Party Structure, being generally along the common property line between the Adjoining Owner's Units. There shall also exist for the benefit of each Adjoining Owner an encroachment easement and license to attach physically to the Party Structure any portion of its improvements attached in the original construction or required or desirable for support. Such encroachment easements and licenses shall include the right (but not the duty) to install, use, replace and maintain utility lines and facilities under and beneath such properties, including, without limitation, pipes and lines for water, electricity, telephone and cable television, all subject to the reasonable right of the respective Adjoining Owners to designate the actual location of any such utility easements encumbering their respective Units.

(h) Shared Cost Assessments for Joint Structures.

(i) Creation of Lien and Personal Obligation for Shared Cost Assessments. Each Adjoining Owner hereby covenants to pay its share of the costs and expenses of maintenance, repair and reconstruction of the Party Structure required pursuant to Section 6.15(b). Any such shared cost or expense remaining unpaid following five (5) days written demand therefor shall constitute a "Shared Cost Assessment." Any Shared Cost Assessment remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on the Adjoining Owner's Unit when a claim of lien is filed Of Record. A claim of lien shall set forth the name and address of the Adjoining Owner filing the lien, the name of the delinquent record holder of the adjoining Unit at the time the claim of lien is filed, a description of the Unit and the amount of the lien claimed. Such lien may be enforced by judicial foreclosure by the other Adjoining Owner in the same manner in which mortgages on real property may be foreclosed in the State of South Carolina. In any such foreclosure, the delinquent Adjoining Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees) and such costs and expenses shall be secured by the lien being foreclosed. The delinquent Adjoining Owner shall also be required to pay any Shared Cost Assessments against the Adjoining Owner's Unit that shall become due during the period of foreclosure, and all such Shared Cost Assessments shall be secured by the lien being foreclosed. The Adjoining Owner holding such lien shall have the right and power to bid in at any foreclosure sale, and to thereafter hold, lease, mortgage or convey the subject Unit. Each such Shared Cost Assessment, together with such interest, costs and reasonable attorney's fees shall be the personal obligation of the person who was the delinquent Adjoining Owner at the time when the Shared Cost Assessment fell due and also of any subsequent Adjoining Owner of the lien Unit; provided, however, that no Adjoining Owner acquiring title to the lien Unit at a foreclosure sale, or conveyance in lieu of foreclosure, of any mortgage, his successors and assigns, shall have any personal obligation with respect to the portion of any Shared Cost Assessments (together with late charges, interest, fees and costs of collection) related to such Unit, the lien for which is subordinate to the lien of the mortgage being foreclosed, as provided in Section 6.15(h)(iv).

(ii) Assumption of Obligation by Transferee. The personal obligation of the Adjoining Owner to pay a Shared Cost Assessment shall remain his personal obligation notwithstanding the fact that any successor in title assumes such personal obligation. Furthermore, such prior Adjoining Owner and his successor in title who assumes such liabilities shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Adjoining Owner and his successor in title creating the relationship of principal and surety as between themselves, other than one by virtue of which such prior Adjoining Owner and his successor in title would otherwise be jointly and severally liable to pay such amounts.

(iii) Miscellaneous. An Adjoining Owner may bring legal action against the defaulting Adjoining Owner personally obligated to pay a Shared Cost Assessment or foreclose its lien against the

defaulting Adjoining Owner's Unit or pursue both such courses at the same time or successively. Adjoining Owners are deemed to have, to the fullest extent permitted by law, waived the right to assert any statute providing appraisal rights that may reduce any deficiency judgment obtained against a defaulting Adjoining Owner in the event of such foreclosure, and further waive all benefits that might accrue to an Adjoining Owner by virtue of any present or future homestead exemption or law exempting a Unit or portion thereof from sale.

(iv) Subordination of the Charges and Liens.

(1) The lien and permanent charge for the Shared Cost Assessments (together with late charges, interest, fees and cost of collection) authorized herein with respect to a Unit is hereby made subordinate to liens and encumbrances (specifically including, without limitation, a Mortgage on the Unit) recorded before the filing of the claim of lien in the applicable Recording Office, and (ii) liens for real estate taxes and other governmental assessments and charges against the Unit. Sale or transfer of a Unit shall not affect the lien of the Shared Cost Assessments. However, where the holder of a Mortgage or other purchaser of a Unit obtains title thereto as a result of foreclosure of a Mortgage, such purchaser and its heirs, successors, and assigns shall not be liable for the Shared Cost Assessments against such Unit that became due prior to the acquisition of title to such Unit by such purchaser. In the event of co-ownership of the Unit against which the Shared Cost Assessments arises, all of such co-Owners will be jointly and severally liable for the entire amount of such Shared Cost Assessments. Assessments will be paid in such manner and on such dates as may be fixed by the Board of Directors in accordance with Section 12.5(e), provided that unless otherwise provided by the Board, the Annual Assessments will be paid in equal monthly installments.

(2) Such subordination is merely a subordination and shall not relieve the Unit's Adjoining Owner of his personal obligation to pay all Shared Cost Assessments coming due at a time when he is the Adjoining Owner; shall not relieve such Unit from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished by foreclosure or deed in lieu thereof); and no sale or transfer of such Unit to the Mortgagee or to any other person pursuant to a foreclosure sale, or deed in lieu thereof, shall relieve any previous Adjoining Owner from liability for any Shared Cost Assessment coming due before such sale or transfer.

6.16 Construction/Maintenance Access Easement. In the event any improvement or structure that is not a Party Structure or otherwise subject to the provisions of Section 6.15 is upon a Unit (solely for purposes of this Section 6.16, the "Dominant Unit") and is located in close proximity to the Dominant Unit boundary, so as to render impracticable the location of equipment or personnel necessary for the design, survey, construction, maintenance, repair or replacement of such improvement or structure within the boundaries of the Dominant Unit and regardless of whether such improvement or structure encroaches upon the adjoining Unit (solely for purposes of this Section 6.16, the "Adjoining Unit"), it shall be deemed that the Owner of the Adjoining Unit has granted a perpetual non-exclusive easement to the Owner of the Dominant Unit upon, across and over the Adjoining Unit solely for purposes of access to and location of personnel and equipment related to the design, survey, construction, maintenance, repair or replacement of the subject improvement or structure on the Dominant Unit; provided, such easement shall be limited to the commercially reasonable duration of the performance of such design, survey, construction, maintenance, repair or replacement of the subject improvement or structure on the Dominant Unit. The Owner of the Dominant Unit shall exercise such easement solely in accordance with the terms and conditions of the Design Guidelines, minimize the disturbance to the Adjacent Unit and remain solely liable for any damage to the Adjacent Unit resulting from the exercise of the easement created hereunder.

6.17 Irrigation Wells and Pumps. There is hereby reserved for the benefit of the Association, for the purpose of irrigating any portions of the Development, an alienable, transferable and perpetual right and easement (a) to pump water from lagoons, ponds, Lakes and other bodies of water located within the Non-Club Property portion of Development, and (b) to drill, install, locate, maintain and use wells and pumps within the Common Areas.

6.18 Easements Deemed Granted and Reserved. All conveyances of a Unit hereunder, whether by Declarant or otherwise, will be deemed to have granted and reserved, as the context will require, all easements set forth in these CC&Rs appurtenant to and benefiting such Unit, including, without limitation, those set forth in Article III and this Article 6.

6.19 Club Property Operations. Neither Declarant, the Association, nor any Owner may exercise their respective rights under any easement reserved or granted in these CC&Rs in a manner that would materially and adversely impact the operation of the Club Property without the prior written consent of the Club Property Owner. This Section 6.19 may not be amended without the written consent of the Club Property Owner.

6.20 Right to Improve Common Areas. Declarant hereby expressly reserves for itself and for the Club Property Owner the right to construct improvements upon the Common Areas and to upgrade the improvements constructed on the Common Areas. For purposes of this Section 6.20, "upgrades" shall include, without limitation, (i) the installation of additional landscaping and plantings, (ii) the installation and replacement of improvements and (iii) the replacement of building materials with materials deemed superior by Declarant or the Club Property Owner, in their sole discretion. All installations made pursuant to this Section 6.20 shall become Common Areas upon completion. Any and all initial construction and upgrade costs shall be the sole responsibility of Declarant or the Club Property Owner, as applicable, and any and all future maintenance or replacement costs shall be the responsibility of the Association. All installations made pursuant to this Section 6.20 shall be maintained by the Association in accordance with the Community-Wide Standard in which the installations are located, which shall be established for such installations at the time that the installations are conveyed to the Association or otherwise deemed to be Common Areas. This Section 6.20 may not be amended without the written consent of the Club Property Owner.

6.21 No Partition. There will be no judicial partition of the Development or any part thereof, nor will any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of these CC&Rs.

6.22 Easements Benefiting of Non-Club Property.

(a) Easements. Subject to the terms of this Section 6.22, Declarant hereby reserves and Club Property Owner hereby grants, gives and conveys to Declarant, Association, and the Owners, as the owners of the Non-Club Property, perpetual, non-exclusive easements on, over, across and under portions of the Golf Course Land for ingress and egress, construction and access, and utilities, as follows:

(i) Ingress and Egress Easements. Declarant reserves and Club Property Owner grants, gives and conveys unto Declarant, Association, and the Owners, for their benefit and the benefit of the Occupants and agents and invitees of all the foregoing from time to time non-exclusive, perpetual ingress and egress easements for vehicular, pedestrian and golf cart passage ("Ingress and Egress Easements") on, over, under and across the Golf Course Land in the locations depicted on Exhibit "G" attached hereto including without limitation access over and across University Parkway for Ingress and Egress to and from the Non-Club Property and Blythewood Road ("Easement Tracts"), including easements on, over, across and under the Easement Tracts for the construction, repair, maintenance and use of roadways across the Easement Tracts ("Roadways") and for road drainage, streetscape improvements, lateral support, slopes and temporary construction access on, over, across and under said areas.

(ii) Utility Easements. Declarant reserves and Club Property Owner grants, gives and conveys unto Declarant, Association, and the Owners for their benefit and the benefit of the Occupants and agents and invitees of all the foregoing from time to time non-exclusive, perpetual utility easements (the "Utility Easements") on, over, under and across certain portions of the Golf Course Land (i) in the locations of the Easement Tracts and (ii) in the locations specifically designated for sanitary sewer easements, water main

easements, and storm drainage easements on the staking plan for Cobblestone Park Phases 7, 8 and 11 prepared for The Ginn Company by W.K. Dickson, Project No. 40233.00.CA.70, dated 6/2/04 last revised 10/28/05 as shown on Exhibit "H" attached hereto ("Specific Utility Easement Tracts") for the purpose of laying, constructing, maintaining, repairing, operating, and replacing underground electric, gas, water, telephone, cable, television, storm sewer, sanitary sewer utilities, and other underground facilities (the "Facilities") on, over, under and across the Easement Tracts. Any portion of such Facilities which must be located above ground shall be screened from view by landscaping installed at Association's expense and to Club Property Owner's reasonable specifications.

(iii) Guardhouse Easement. Declarant reserves and Club Property Owner grants, gives and conveys unto Declarant, Association, and the Owners for their benefit and the benefit of the Occupants and agents and invitees of all of the foregoing from time to time a non-exclusive, perpetual access easement across the Easement Tracts access to and operation of the guardhouse and unpaved property surrounding the guardhouse located within the divided portion of University Parkway (collectively, "Guardhouse") as shown on that certain plat prepared for Ginn-LA University Club Ltd., LLLP, a Georgia limited liability limited partnership, by Survey & Mapping Services of South Carolina, Inc., dated October 29, 1997, last revised January 21, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in Record Book 898 at Page 1913 ("Guardhouse Easement"), including easements on, over, across and under the Easement Tracts for the construction, repair, maintenance and use of the Guardhouse.

(iv) Construction and Access Easement. Declarant reserves and Club Property Owner grants, gives and conveys unto Declarant, Association, on behalf of the Owners and agents and invitees of all the foregoing from time to time, a non-exclusive, perpetual construction and access easement (the "Construction and Access Easement") on, over, under and across the Golf Course Land in the locations of the Easement Tracts and Specific Utility Easement Tracts for all purposes reasonably necessary for (i) maintenance, development, repair, replacement, construction, or reconstruction of or on the Non-Club Property, the Easement Tracts and the Specific Utility Easement Tracts including without limitation ingress and egress, (ii) maintenance, development, repair, replacement, or reconstruction of erosion and sedimentation control systems, drainage systems, roadways, paths, curbs, sidewalks, cart paths, and utility and sewer lines which are located on the Non-Club Property, the Easement Tracts and Specific Utility Easement Tracts, (iii) grading of slopes of the Non-Club Property, the Easement Tracts and Specific Utility Easement Tracts, (iv) surveying Non-Club Property, the Easement Tracts and the Specific Utility Easement Tracts, and (v) all other purposes reasonably necessary for the development and construction of improvements on the Non-Club Property, the Easement Tracts and Specific Utility Easement Tracts. Notwithstanding any provision to the contrary, Declarant and Association shall only be permitted to construct, maintain, repair, operate and replace in any Specific Utility Easement Tract whichever of the following that is designated for such Specific Utility Easement Tract on Exhibit "H": sanitary sewer lines, water mains, or storm drains.

(b) Provisions Applicable to Easements. The following shall apply to all easements granted by Club Property Owner pursuant hereto:

(i) Club Property Owner's Rights. Club Property Owner shall have the right to use the land within the Easement Tracts and Specific Utility Easement Tracts for ingress, egress, utilities and any purpose consistent with and in a manner which does not materially interfere with the rights conveyed to Declarant hereunder.

(ii) Obligations of the Declarant and Association. Declarant and Association each hereby agrees that all construction, maintenance and repair work it performs in connection with the Easement Tracts and Specific Utility Easement Tracts, including the initial installation and construction of the Facilities, Roadways and Guardhouse, shall be conducted (i) so as to minimize the interruption to the operation, maintenance and use of the Club Property Owner's operations and the Club, (ii) in such a manner as to prevent

injury to person or property and (iii) in a good and workmanlike manner. Declarant and Association each hereby further agrees to make written request to Club Property Owner, which consent shall not be unreasonably withheld or delayed by Club Property Owner, ten (10) days prior to performing any construction, repairs, replacement, reconstruction, or removal of the Facilities or Roadways if such activity will interfere with golf course play, and to restrict days of such construction, repair, replacement, removal, or reconstruction to days of the week when the golf course is at lower usage, except in the event of an emergency. During any such construction, installation, operation, removal, or other use, Declarant or Association, as applicable, shall, at its expense, provide temporary bridges, crosswalks, and other means of access as necessary to minimize the interruption of usage of the golf course by the members and guests of the Club. In connection with their construction, maintenance, use and/or repair of the Facilities, the Roadways and the Guardhouse, Declarant and Association, as applicable, shall exercise all necessary precautions to prevent injury as a result of any open trench and/or construction, maintenance, use and/or repair of the Facilities, Roadways and Guardhouse, including, but not limited to, barricades. Declarant shall comply with all applicable governmental laws, rules, regulations, permits, licenses and orders and shall be responsible for relocating, replacing, or reconstructing any drives, sidewalks, cart paths, irrigation, electric, gas, water, telephone, cable television, storm sewer, sanitary sewer utilities, or other facilities under and across the Golf Course Land as may be reasonably necessary in connection with the construction of Roadways and Facilities, at Declarant's sole cost and expense, and Association shall comply with all such laws, rules, regulations, permits, licenses and orders and assumes such responsibilities with regard to maintenance and repair of the Roadways, Facilities and Guardhouse, at the Association's sole cost and expense.

(iii) Underground Improvements. Declarant agrees that any utilities and improvements in the Easement Tracts and Specific Utility Easement Tracts which are to be located underground shall be buried at least twenty-four inches (24") below surface grade.

(iv) Restoration. Within ten (10) days after its substantial completion of any construction or maintenance of any improvements on any Easement Tract or Specific Utility Easement Tract, Declarant and Association, as applicable, agrees to restore the surface of the Golf Course Property within such Easement Tract or Specific Utility Easement Tract and any improvements thereon to the condition, or as near as practicable to the condition, found prior to its activity. Any damage done to the turf within such Easement Tract or Specific Utility Easement Tract shall be repaired using sod of the same type of grass. Unless Declarant or the Association, as applicable, is prevented from completing such repairs as a result of force majeure, Declarant and the Association further agree that if the repairs are not completed within ten (10) days after such activity is substantially completed, Club Property Owner may give Declarant or the Association, as applicable, written notice of breach. If, within ten (10) days after such written notice is received, Declarant or Association, as applicable, has not commenced the repairs or does not diligently pursue the repairs to completion, Club Property Owner will have the right to make the repairs without any further notice to Declarant or the Association. Declarant or Association, as applicable, will be liable to Club Property Owner for the reasonable cost of such work performed and any other actual and direct damages resulting from its failure to comply with the provisions of this Section. Declarant or Association, as applicable, shall reimburse Club Property Owner for any such costs within thirty (30) days after receipt of written notice of such costs together with itemized invoices and receipts.

(v) Repairs. Association, on behalf of Declarant and Owners, shall be responsible for all maintenance and repair of the Roadways, Facilities and Guardhouse at its sole cost and expense. Association shall repair expeditiously and in a good and workman like manner any damage to the Easement Tracts, Specific Easement Tracts and Golf Club Property caused by Association, Owners, and Occupants of the Non-Club Property and agents and invitees of all the foregoing, as a result of any using the Easement Tracts and the Specific Easement Tracts. By assuming the foregoing obligation, Association does not waive any right of indemnity against any party (other than Club Property Owner for its willful misconduct or gross negligence) responsible for such damage. If Association fails to make such repairs, Club Property Owner shall repair such damage and, promptly upon receipt of written demand therefor, Association shall reimburse Club Property Owner for all costs and expenses incurred in repairing such damage including reasonable attorneys' fees plus interest

thereon at the rate of eighteen percent (18%) per annum, within ten (10) days following receipt of a statement of such costs. Association shall maintain the Roadways and Guardhouse in a condition equal to or better than the condition of roadways and guardhouses in first class subdivisions in the Southeastern United States and keep them free from trash and other debris.

(vi) No Liens. Neither Declarant nor Association shall permit any liens or other encumbrances to attach to or about the Easement Tracts by reason of the performance of any of its work or its purchase of any material in connection with such construction, repair, replacement or maintenance work. In the event that such liens or encumbrances do attach, the Declarant or Association, as applicable, shall bond against or shall pay and discharge the same within ten (10) days after notification of the filing of such lien or other encumbrance. In the event that Declarant or Association, as applicable, fails to satisfy or transfer to bond such claim of lien or encumbrance within said ten (10) day period, Club Property Owner may do so and thereafter, Declarant or Association, as applicable, will pay all reasonable costs incurred in connection with the satisfaction or transfer of such claim or encumbrance, including reasonable attorney's fees plus interest thereon at the rate of eighteen percent (18%) per annum, within ten (10) days following receipt of statement of such costs.

(vii) Indemnification by Declarant, Association and Owners. Declarant, Association and Owners each hereby agrees to indemnify and hold Club Property Owner harmless from and against any and all loss, damage or liability or claim thereof, including reasonable attorneys' fees and expenses actually incurred, arising from any suits, actions, or claims brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, its negligent or intentional acts or omissions and those of its agents, occupants and invitees (and the agents and invitees of its occupants) in connection with the easements granted hereto.

(viii) Dedication of Water Lines and Sewer Lines. To the extent any entity or authority shall accept the same, Declarant may sell, transfer or dedicate any water and sewer lines in the Utility Easements to any entity in the business of operating the same or any municipality or such other appropriate governmental authority, and Club Property Owner agrees to reasonably assist Declarant in said sale, transfer or dedication at no cost to Club Property Owner.

(ix) Insurance. Association shall obtain and maintain in full force and effect at all times during the term of this easement general commercial liability insurance, with a maximum deductible amount of five hundred thousand dollars (\$500,000.00), relating to the use of the Easement Tracts and the Specific Utility Easement Tracts, in an amount not less than \$2,000,000.00 per occurrence, issued by an insurance company licensed to do business in South Carolina rated not less than A-VIII by Best's, and that shall name Club Property Owner and any mortgagee of Club Property Owner, if applicable, as an additional insured. Said insurance shall provide coverage for damages arising out of the use of the Easement Tracts and the Specific Utility Easement Tracts, including without limitation damages that may occur to the Golf Course Land and persons and improvements thereon, resulting from acts or omissions of Association, Declarant, Owners, occupants of the Non-Club Property and agents and invitees of all the foregoing. Said insurance shall provide for (i) severability of interests, (ii) that an act or omission of one of the named insureds or additional insured which would void or otherwise reduce coverage shall not reduce or void the coverage as to the other named or additional insureds, and (iii) contractual liability coverage with respect to the indemnity obligations set forth herein. Upon request, Association shall provide Club Property Owner with certificates of insurance naming Club Property Owner and any mortgagee, if applicable, as an additional insured. Said certificates will provide they cannot be modified or cancelled without thirty (30) days prior written notice to Club Property Owner. Club Property Owners reserves the right to require Association to increase such coverage once every ten (10) years to commercially reasonable limits.

(x) Property Title. The easements to be granted by Club Property Owner pursuant hereto shall be subject to all conditions, and reservations upon or under which the Club Property Owner holds title to the Golf Course Land.

(xi) Surveys of Easements. To the extent a legal description is not attached in Exhibit "G" for any of the Easement Tracts or any of the Specific Utility Easement Tracts in Exhibit "H", Declarant shall have the right to survey the Easement Tracts and Specific Utility Easement Tracts, at Declarant's sole cost and expense, and present the surveys with their legal descriptions to Club Property Owner for Club Property Owner's approval, which approval will not be unreasonably withheld, conditioned or delayed, and Declarant and Club Property Owner then will execute and record an amendment to these CC&Rs substituting Exhibit "G" and/or Exhibit "H", as applicable, attached hereto with an Exhibit "G" and/or Exhibit "H", as applicable, showing the surveyed areas for the Easement Tracts and Specific Utility Easement Tracts and their legal descriptions.

(xii) Relocation by Club Property Owner. Club Property Owner reserves right at any time and from time to time to temporarily or permanently relocate at the expense of Club Property Owner any of the Easement Tracts or Specific Utility Easement Tracts (or any part thereof) to a different portion of the Golf Course Land; provided, however that such relocated easement area shall be reasonably comparable in utility by Declarant, Association and the Owners to the Easement Tracts or Specific Utility Easement Tracts, as applicable. Declarant, Association and all Owners from time to time shall cooperate with Club Property Owner and take any and all steps reasonably necessary or appropriate to accomplish the relocations including without limitation the amendment of the CC&R's to substitute the description of the new easement area(s).

(xiii) Relocation by Declarant or Association. Any relocations of the Easement Tracts or Specific Utility Easement Tracts shall be subject to Club Property Owner's prior written approval, which shall be in Club Property Owner's sole discretion and shall be effective upon the recordation of an amendment to these CC&Rs showing the relocated easement areas.

(c) Successors and Assigns. All obligations of Club Property Owner, Declarant, Association and Owners under this Section 6.22 shall be binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only personal to and enforceable against Club Property Owner, Declarant, Owners, Association or their successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under these CC&Rs shall have accrued (and with respect to "Declarant" at the time any liability or claim arises while such entity is "Declarant"); it being intended that upon the conveyance of title (or rights as "Declarant") by a party, the party conveying title (or the rights as "Declarant") shall thereupon be released of any liability hereunder as to the property (or rights) conveyed for any breach of these CC&Rs or claim arising under these CC&Rs accruing after the date of such conveyance.

(d) Superceded Easements. Declarant and Club Property Owner hereby agree and declare that the following easements are hereby superceded in their entirety by these CC&Rs: (a) Mutual Easement Agreement dated October 21, 1998 by and between University Clubs of America, LLC and the University Club Land Co., LLC recorded on October 26, 1998 in Record Book 214, Page 335, Richland County, South Carolina records, and First Amendment to Mutual Easement Agreement, dated January 30, 2004, by and between Amelia Capital III, LLC and the University Club Land Co., LLC, recorded on January 30, 2004 in Record Book 898, Page 1914, Richland County, South Carolina records; and (b) Access and Utilities Easement, dated January 30, 2004, by and between Ginn-LA University Club Ltd., LLLP and Amelia Capital III, LLC, recorded on January 30, 2004 in Record Book 898, Page 1986, Richland County, South Carolina records.

This Section 6.22 may not be amended without the consent of the Club Property Owner.

6.23 Not a Public Dedication. Nothing contained in this Article 6 shall be deemed to be a gift or dedication of any portion of the Property or of any tract or portion thereof to the general public, or for any public use or purpose whatsoever. Except as specifically provided in this Article 6, no right, privilege or immunity of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

ARTICLE 7

MEMBERSHIP

7.1 Membership. Every Owner, including Declarant, of a Unit will be a Member of the Association. The Club Property Owner will also be a Member of the Association. Ownership of a Unit or the Club Property will be the sole qualification for such membership. In the event that fee title to a Unit is transferred or otherwise conveyed, the membership in the Association that is appurtenant thereto will automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The Club Property Owner will also be a Member of the Association. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate or otherwise affect an Owner's or Club Property Owner's membership in the Association.

7.2 Voting Rights. The Association will have four (4) types of voting memberships, which are as follows:

(a) Type A. Type A Members will be Owners (including Declarant) of Residential Units. A Type A Member will be entitled to one (1) vote for each unimproved Residential Unit owned; and shall be entitled to two (2) votes for each improved Residential Unit. A Residential Unit shall be deemed "improved" upon issuance of a Certificate of Occupancy therefor, and will be determined to be improved or unimproved on the applicable record date established under the Bylaws.

(b) Type B. Type B Members will be Owners (including Declarant) of Commercial Units. A Type B Member will be entitled to one (1) vote for each ERU established by Declarant for the Commercial Unit pursuant to a Supplemental Declaration or District Declaration executed by Declarant and filed Of Record.

(c) Type C. The Type C Member will be Declarant or its designated assign. The Type C Member will be entitled to three (3) votes for each vote held by Type A Members and Type B Members, plus one (1) vote during the Declarant Control Period. Thereafter, the Type C Member will exercise votes only as to its Type A Memberships and Type B Memberships.

(d) Type D. The Type D Member will be the Club Property Owner or its designated assign. The Type D Member will be annually entitled to six and two-tenths percent (6.2%) of the Type A votes established herein. The number of ERUs for the Club Property shall also equal six and two-tenths percent (6.2%) of the Type A votes.

Payment of Special Assessments or Emergency Special Assessments (as defined below) will not entitle Type A Members or Type B Members to additional votes. Only those Members in good standing and eligible to vote pursuant to Section 3.7 of the Bylaws shall be entitled to cast any vote required or permitted hereunder, and only the votes of Members in good standing and eligible to vote shall be considered in any calculation of votes or any required percentage thereof.

(e) Creation of Additional Membership Types. Declarant may create additional types of Members for any Additional Property added to these CC&Rs pursuant to Section 2.2, and may amend the Articles

of Incorporation without the consent, vote or approval of the Members or the Board in order to establish such additional membership types pursuant to the South Carolina Nonprofit Corporation Act.

(f) Voting by Multiple Owners. When any Unit of a Type A Member of the Association is owned Of Record in the name of two or more persons, other than husband and wife (either of whose vote will bind both), by an entity or in any other manner of joint or common ownership, the Owner who is present at said meeting of the Association is entitled to vote on behalf of such Unit. If more than one Owner is present at an Association meeting, the vote for such Unit will be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting; or the vote will be exercised by such co-Owner, or his duly appointed proxy, as will be designated in a writing by all co-Owners filed Of Record, a copy of which will be delivered to the Secretary of the Association and will remain effective for all meetings until revoked by the co-Owners in a similar writing or until such designation terminates pursuant to the terms of such writing.

7.3 Association Governance by Board. A Board of Directors consisting of three (3) or five (5) members will govern the Association. Initially, during the Declarant Control Period, the Board will consist of three (3) members appointed by Declarant, and following expiration of the Declarant Control Period, the Board will consist of five (5) members elected as provided in the Bylaws.

7.4 Meetings and Membership Voting. Except as otherwise provided in these CC&Rs, rules and procedures of the Association, including, without limitation, conducting elections, meetings (both regular and special) and for casting of votes by Members, and the number thereof required for quorums and approval or ratification, shall be as set forth in the Bylaws.

ARTICLE 8

MAINTENANCE

8.1 Responsibilities of Owners. Unless specifically identified herein as the responsibility of the Association, all maintenance and repair of Units, together with all other improvements thereon or therein and all lawns, landscaping and grounds on and within such property will be the responsibility of the Owner thereof. Each Owner will be responsible for maintaining his or its property in a neat, clean and sanitary condition, and such responsibility will include the maintenance and care of all exterior surfaces of all Unit dwellings, buildings and other structures and all lawns, trees, shrubs, hedges, grass and other landscaping. Except as provided in Section 8.2, each Owner will also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item that is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. Such costs and expenses, including reasonable costs and expenses of collection and such fines as may be established by the Association, from time to time, to reimburse the Association for the administrative costs incurred thereby, or otherwise, will be a Specific Assessment under Section 12.12. No Owner will (i) decorate, change or otherwise alter the appearance of any portion of the exterior of a Unit dwelling, building or other structure, or the landscaping, grounds or other improvements within his or its property unless such decoration, change or alteration is first approved, in writing, by the ACB, or (ii) do any work that, in the reasonable opinion of the Board of Directors, would jeopardize the soundness and safety of the Development, reduce the value thereof or impair any easement or hereditaments thereto, without in every such case obtaining the written approval of the Board of Directors and the Owners and Mortgagees of property directly affected thereby or benefiting from such easement or hereditaments. Notwithstanding the foregoing, an Owner may install holiday lighting and decorations without the necessity of obtaining the prior approval of the ACB, provided such lighting and decorations conform to standards and guidelines adopted therefor, which may include, but may not necessarily be limited to, size, color and specific periods of time during which the same may be displayed.

8.2 Association's Responsibility.

(a) General. Except as specifically provided herein, the Association will maintain and keep in good repair all portions of the Common Areas and any easement area encumbering Units for which the Association is responsible under these CC&Rs, including responsibility prior to transfer to the Association in accordance with Section 2.4, or under any Supplemental Declaration, which responsibility will include the maintenance, repair and replacement of (a) all drainage not under governmental authority and responsibility or under expressly specified care and maintenance of a District Association, (b) all walks, paths, landscaped areas and other improvements situated within the Common Areas or easements, (c) security systems and utility lines, pipes, plumbing, wires, conduits and related systems that are a part of its said properties and that are not maintained by a public authority, public service district, public or private utility or other person, (d) and all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon its said properties or easement areas. The Association will be responsible only for the insuring, maintaining, repairing or replacing of any third-party owned property or facility pursuant to a Covenant to Share Costs. The Association will not be liable for injury or damage to any person or property (i) caused by the elements or by any Owner or any other person, (ii) resulting from any rain or other surface water that may leak or flow from any portion of its properties, or (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor will the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner that may be stored in or upon any portion of a Unit or any other portion of the Property. No diminution or abatement of Assessments will be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the repairs that are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments being a separate and independent covenant on the part of each Owner.

(b) Work on Behalf of Owners. In the event that Declarant or the Board of Directors determines that: (a) any Owner or Occupant has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder, or (b) that the need for maintenance, cleaning, repair or replacement that is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner or Occupant, and is not covered or paid for by insurance in whole or in part, then, in either event, Declarant or the Association, except in the event of an emergency situation, may give such Owner written notice in accordance with Section 15.17 of Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner will have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15)-day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, Declarant or the Association may provide (but will not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and said cost will be added to and become a Specific Assessment under Section 12.12 and will become a lien against such property. In the event that Declarant undertakes such maintenance, cleaning, repair or replacement, the Association will promptly reimburse Declarant for Declarant's costs and expenses.

(c) Work on Behalf of District Association. In the event that Declarant or the Board of Directors determines that: (a) any District Association has failed or refused to discharge properly its obligations with regard to the maintenance, cleaning, repair or replacement of items for which it is responsible hereunder, or (b) has failed or refused to maintain, clean, repair or replace the common elements of such District Association under its separate District Declaration, in either event, Declarant or the Association, except in the event of an

emergency situation, may give such District Association written notice in accordance with Section 15.17 of Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of the Owners within such District for which the District Association is responsible, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, the District Association will have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said fifteen (15)-day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of the District Association to comply with the provisions hereof after such notice, Declarant or the Association may provide (but will not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of all Owners of such District Association and said cost will be assessed against such Owners as a Specific Assessment under Section 12.12 and will become a lien against such Owner's Unit within the District Association. In the event that Declarant undertakes such maintenance, cleaning, repair or replacement, the Association will promptly reimburse Declarant for Declarant's costs and expenses.

ARTICLE 9

INSURANCE AND CASUALTY LOSSES

9.1 Insurance.

(a) Association's Property Insurance. The Board of Directors will obtain on behalf of the Association insurance coverage for the Common Areas and, if the Board of Directors in its reasonable judgment so determines, any non-owned property under its Common Responsibility, covering the insurable interest of the Association against loss or damage by fire or other casualty. The insurance will be for the full insurable value (based upon current replacement cost) thereof and the insurance premiums are a Common Expense. Such insurance coverage will be written in the name of, losses under such policies will be adjusted by and the proceeds of such insurance will be payable to, the Association. The insurance coverage will, if possible, provide that the insurance as to the interest of the Association will not be invalidated by any act or neglect of any Owner or Club Property Owner.

The coverage will contain an endorsement to the effect that said coverage will not be terminated for nonpayment of premiums without at least thirty (30) days prior written notice to the Association. The insurance policies will contain waivers of subrogation with respect to Declarant, the Board of Directors, its manager, employees and agents, District Associations and their boards of directors, Owners, Club Property Owner, Occupants and Mortgagees, and, if available, will contain a replacement clause endorsement.

(b) Association's Liability Insurance. The Board will have the authority to and will obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Association, its Members, its directors and officers or any of its agents. Such public liability policy will provide such coverages as are determined to be necessary by the Board of Directors.

(c) Fidelity Bonds. The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds belonging to or administered by the Association, including any professional management company assisting with the administration of the Association. The total amount of the fidelity bond coverage required will be based upon the best business judgment of the Board of Directors. Fidelity bonds will meet the following requirements: the Association will be named as an obligee; the bonds will contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and the bond will

provide that it may not be canceled or substantially modified (including cancellation for nonpayment of a premium) without at least ten (10) days prior written notice to the Association and each Mortgagee listed as a scheduled holder of a first Mortgage in the fidelity bond.

(d) Association's Other Insurance. The Board will have the authority and may obtain (a) workers' compensation insurance to the extent necessary to comply with any applicable laws and (b) other types and amounts of insurance as may be determined by the Board to be necessary or desirable, including, without limitation, fidelity and directors' and officers' liability coverage.

(e) Association's Policies. All such insurance coverage obtained by the Board of Directors will be written in the name of the Association as trustee for each of the Owners and Club Property Owner to the extent of its insurable interest and costs of all such coverage will be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Development will be vested in the Board of Directors; provided, however, that no Mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law, the Association will be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

(i) All policies will be written with a company licensed to do business in South Carolina holding a rating of A+ in a financial category of 10, or a better rating and financial category, as established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or the best possible rating.

(ii) All property insurance policies will be for the benefit of the Owners, Club Property Owner and their Mortgagees as their interests may appear.

(iii) All policies will contain a waiver of the insurer's right to cancel without first giving thirty (30) days' prior written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.

(iv) In no event will the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or Club Property Owner or their Mortgagees, and all policies will contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners, Club Property Owner or their Mortgagees.

(v) All policies will contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners, Occupants, the Association's manager and any Owner or member of the Owner's household, and Club Property Owner and its affiliates, employees, and members.

(vi) All policies will contain a provision that no policy may be cancelled, invalidated or suspended on account of the conduct of one or more of the individual Owners or Occupants on account of the acts of any director, officer, employee or agent of the Association or of its manager, or on account of the acts of any officer, member, employee or agent of Club Property Owner without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(vii) All liability insurance will contain cross-liability endorsements to cover liability of the Association to an individual Owner and Club Property Owner.

(viii) All policies will contain a provision that no act or omission by an Owner or Club Property Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under the policy.

(ix) All policies will contain a provision that the insurer issue certificates or memoranda of insurance to the Association and, upon written request, to any Owner, Club Property Owner, Mortgagee or beneficiary under a deed of trust; provided further, however, the insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, Club Property Owner, each Owner and each Mortgagee or beneficiary under a deed of trust to whom certificates or memoranda of insurance have been issued at their respective last known addresses.

(f) Owner's Insurance. It will be the individual responsibility of each Owner at his own expense and election to provide public liability, property damage, title and other insurance with respect to his or its own Unit. The Board of Directors may require all Owners to carry public liability and property damage insurance with respect to their respective properties and to furnish copies or certificates thereof to the Association.

9.2 Damage or Destruction to Common Areas. Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent will proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board of Directors will obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section 9.2, means repairing or restoring the damaged property substantially to the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Areas, Declarant, for so long as Declarant owns any of the Property primarily for development or sale, and the Board acting on the vote of seventy-five percent (75%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members (which percentage will also constitute the quorum required for any such meeting), will otherwise agree, the Association will restore or replace such damaged improvements. If any insurance proceeds for such damage or destruction are not sufficient to defray the cost thereof, including any amount attributable to Association's insurance deductible, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a Special Assessment against all Owners and Club Property Owner, without the necessity of a vote pursuant to Section 12.8, such Special Assessment to be in an amount sufficient to provide funds to pay such excess cost or repair or reconstruction. Such a Special Assessment will be levied against the Owners and Club Property Owner equally in the same manner as Annual Assessments are levied, and additional Special Assessments may be made at any time during or following the completion of any repair or reconstruction. Any proceeds remaining after defraying such costs will be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid will not be repaired or reconstructed, such proceeds will be retained by and for the benefit of the Association, and the ruins of the Common Areas damaged or destroyed by fire or other casualty will be cleared and the Common Areas left in a clean, orderly, safe and sightly condition.

9.3 Damage or Destruction to Owners' Properties. In the event of damage or destruction by fire or other casualty to any property subject to these CC&Rs, or the improvements thereon, and in the further event that the Owner responsible for the repair and replacement of such property elects not to repair or rebuild, such Owner will promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such property in a clean, orderly, safe and sightly condition. Should such Owner elect to repair or rebuild such property or other improvements thereon, such Owner will repair or rebuild substantially to the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions and provision of these CC&Rs (including, without limitation, the procedures and design guidelines under Article 4) and all applicable zoning, subdivision, building and other governmental regulations. All such work or repair or

construction will be commenced promptly following such damage or destruction and will be carried through diligently to conclusion.

9.4 Damage or Destruction to Common Areas by Owners. If an Owner or Club Property Owner is responsible for damage inflicted on any Common Area, the Association may direct such Owner or Club Property Owner to repair such damage, or the Association may itself cause the repairs to be made and recover the amount from the Owner or Club Property Owner, as applicable.

9.5 Damage to an Owner's Lot by Association. If damage is inflicted on any Unit or Club Property by an agent of the Association in the scope of the agent's activities as such agent, the Association is liable to repair such damage or to reimburse the Owner or Club Property Owner, as applicable, for the cost of repairing such damages. The Association shall also be liable for any losses to the Owner or Club Property Owner, as applicable, excluding indirect, special or consequential losses arising out of or related to such damage.

ARTICLE 10

CONDEMNATION

10.1 Condemnation of Common Areas. Whenever all or any part of the Common Areas of the Non-Club Property will be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board of Directors acting on the affirmative vote of seventy five percent (75%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members which percentage will also constitute the quorum required for any such meeting and following written approval by Declarant for so long as Declarant owns any of the Property primarily for development or sale, the award or proceeds made or collected for such taking or sale in lieu thereof will be payable to the Association and will be disbursed or held as follows:

(a) Common Areas with Improvements. If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant, for so long as Declarant owns any of the Property primarily for development or sale, and the Board, acting on the vote of seventy five percent (75%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members (which percentage will also constitute the quorum required for any such meeting), will otherwise agree, the Association will restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas that are available therefore, in accordance with the plans approved by the Board of Directors, the ACB and by Declarant during the Declarant Control Period. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a Special Assessment against all Owners and Club Property Owner, without the necessity of a vote pursuant to Section 12.8, such Special Assessment to be in an amount sufficient to provide funds to pay such excess cost or repair or reconstruction. Such a Special Assessment will be levied against the Owners and Club Property Owner equally in the same manner as Annual Assessments are levied, and additional Special Assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds will be retained by and for the benefit of the Association.

(b) Common Areas Without Improvements. If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds or net funds will be retained by and for the benefit of the Association.

(c) Including Owner's Property. If the taking or sale in lieu thereof includes all or any part of an Owner's or Club Property Owner's property and also includes any part of the Common Areas, then a court of competent jurisdiction will apportion such award or proceeds and such award or proceeds will be disbursed to the Association and the Owners and Club Property Owner so affected so as to give just compensation to the Owners and Club Property Owner for their interest in such property; provided, however, such apportionment may instead be resolved by the agreement of (a) the Board of Directors, (b) the Owners and Club Property Owner of all properties wholly or partially taken or sold, together with the Mortgagees for each such property, and (c) Declarant, for so long as Declarant owns any of the Property primarily for development or sale.

10.2 Condemnation of Owners' Properties.

(a) Election Not to Restore. In the event that all or any part of a Unit or any improvements thereon is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner thereof elects not to restore the remainder of such Unit, then the Owner making such election will promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and will leave such Unit and any remaining undamaged improvements thereon in a clean, orderly, safe and sightly condition. In addition, if the size or configuration of such Unit remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions and provision of these CC&Rs and all applicable zoning, subdivision, building and other governmental regulations, then such Owner will have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean, orderly, safe and sightly condition referred to above, of deeding the remaining portion of the Unit to the Association as a part of the Common Areas, and thereafter any such Owner will not have any further voting rights or membership rights or privileges in the Association or with respect to the Development and will not be subject to any further Assessments imposed by the Association and payable after the date of such deeding and attributable to such property deeded to the Association.

(b) Election to Restore. In the event that any part of a Unit or any improvements thereon, is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner thereof elects to restore the remainder of such Unit, such Owner making such election will restore such remainder thereof as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions and provisions of these CC&Rs and all applicable zoning, subdivision, building and other governmental regulations. All such work of restoration will be commenced promptly following such taking or conveyance and will be carried through diligently to conclusion.

ARTICLE 11

FUNCTIONS OF THE ASSOCIATION

11.1 Board of Directors and Officers. The Association, subject to the rights of Declarant and the rights and duties of the Owners and Club Property Owner set forth in these CC&Rs, will be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and will keep the same in a good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions thereof. Except to the extent otherwise required by the provisions of the South Carolina Nonprofit Corporation Act, these CC&Rs, the Bylaws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association shall be exercised by the Board of Directors, acting through the officers of the Association and their duly authorized delegates, without any further consent or action on the part of the Owners or Club Property Owner. As provided in Section 15.1 and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Development, Declarant will have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association during the Declarant Control Period. Each Owner and Club Property Owner, by acceptance of a deed

to or other conveyance of a Unit vests in Declarant such authority to appoint and remove directors and officers of the Association as provided by this Section 11.1 and by Section 15.1.

11.2 Duties and Powers. The duties and powers of the Association will be those set forth in the provision of the South Carolina Nonprofit Corporation Act, the Bylaws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided; however, that if there are conflicts or inconsistencies between the South Carolina Nonprofit Corporation Act, these CC&Rs, the Bylaws, or the Articles of Incorporation, the provisions of the South Carolina Nonprofit Corporation Act, these CC&Rs, the Articles of Incorporation, and the Bylaws, in that order, will prevail, and each Owner and Club Property Owner of a property within the Development, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. Subject to the provisions of Section 3.3, the Association may exercise any other right or privilege given to it expressly by these CC&Rs or the Bylaws, together with every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Association will include, without limitation, the power to purchase one or more properties subject to these CC&Rs and to hold, lease, mortgage, sell and convey the same. Such duties may include, without limitation, arranging with governmental agencies, public service districts, public or private utilities, or others, as a Common Expense or by billing directly to the Owners, to furnish trash collections, water, sewer and/or security service for the properties subject to these CC&Rs. Notwithstanding the foregoing provision of this Section 11.2 or any other provision of these CC&Rs to the contrary, during the Declarant Control Period the Association will not, without the written approval of Declarant, borrow money or pledge, mortgage or hypothecate all or any portion of the Common Areas.

(a) **Ownership of Properties.** The Association will be authorized to own, purchase, lease, use under any use agreement and maintain (subject to the requirements of any Federal, State or local governing body of South Carolina) Common Areas, equipment, furnishings and improvements devoted to the uses and purposes expressed and implied in these CC&Rs, including, without limitation, the following uses:

- (i) For park areas, walks, paths or trails throughout the Property;
- (ii) For security services, including security stations, maintenance building and/or guardhouses;
- (iii) For providing any of the services that the Association is authorized to offer under Section 11.2(b); and
- (iv) For purposes set out in deeds or agreements by which Common Areas are conveyed or by which use rights are granted to the Association.

(b) **Services.** The Association will be authorized (unless prohibited by the requirements of any Federal, State or local governing body or if not consented to by Club Property Owner with regard to Club Property) to provide such services required to promote the uses and purposes for which the Association is formed as expressed or implied in these CC&Rs, including, without limitation, the following services:

- (i) Cleanup and maintenance of all Common Area private roads, roadways, road shoulders, roadway medians, parkways, Lakes, drainage areas and easements outside of the Units, and also all public properties that are located within or in a reasonable proximity to the Property such that their deterioration would affect the appearance of the Property as a whole;
- (ii) Landscaping of Common Areas and walking paths within or constituting a Common Area;

- (iii) Lighting throughout the Common Area;
- (iv) Maintenance of any installed electronic and other access and control devices for the protection of the Property, if any such devices are ever installed, and assistance to the local police and sheriff departments in the apprehension and prosecution of persons who violate the laws of South Carolina within the Property;
- (v) Control of insects and pests throughout the Common Area to the extent that it is necessary or desirable in the judgment of the Board of Directors to supplement the service provided by the state and local governments;
- (vi) Performance of the services necessary or desirable in the judgment of the Board of Directors to carry out the Association's obligations and business under the terms of these CC&Rs and to collect Annual Assessments, Special Assessments, Emergency Special Assessments, Specific Assessments and other fees and charges collectable from the Club Property Owner and the Owners hereunder;
- (vii) Taking any and all actions necessary to enforce these and all covenants and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property;
- (viii) Setting up and operating a design review committee in the event that the Association is assigned the whole or any portion of the function of the ACB by Declarant;
- (ix) Constructing improvements on Common Areas for use for any of the purposes or as may be required to provide the services as authorized in this Section;
- (x) Providing administrative services including, without limitation, legal, accounting and financial and communications services and informing Members of activities, notice of Meetings, Referendums, etc., incident to the above listed services;
- (xi) Providing liability and hazard insurance covering improvements and activities on Common Areas;
- (xii) Providing water, sewage and any necessary utility services not provided by a public body, private utility or Declarant;
- (xiii) Providing any or all of the above listed services to another Association or owners of real property under a contract, the terms of which must be approved by the Board of Directors; and
- (xiv) Providing for hearings and appeal process for violations of rules and regulations.

11.3 Agreements. Subject to the prior approval of Declarant during the Declarant Control Period, all agreements and determinations lawfully authorized by the Board of Directors will be binding upon the Association and all Owners, their respective heirs, legal representatives, successors and assigns, and all others having an interest in the Development or the privilege of possession, and enjoyment of any part of the Development will comply with and be subject to the authorized actions of the Board of Directors. In performing its responsibilities hereunder, the Board of Directors will have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association will deem necessary or desirable for the proper operation of the Development, whether such

personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager will be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board of Directors, exercise all of the powers and will be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers or Members of the Association by these CC&Rs or the Bylaws. Such manager may be an individual, corporation or other legal entity, as the Board of Directors will determine, and may be bonded in such a manner as the Board of Directors may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board of Directors may hire and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of these CC&Rs, the Bylaws or the rules and regulations of the Association.

(a) Management Agreement. During the Declarant Control Period, Declarant or an affiliate may be employed as the manager of the Association and the Development, with the option on the part of Declarant or its affiliate to renew such employment for three (3) successive one-year terms from and after the termination of the Declarant Control Period. Every Owner or other grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, will be deemed to ratify such management agreement.

(b) Communications Agreement. The Association shall have the right to enter into an agreement or agreements ("Communications Agreement") for telecommunication and other high tech services, including, without limitation, telephone, cable television, internet, monitored alarm system, fiber optic related communications and data transmission services ("Communications Services") with the provider of telecommunications that enters into an agreement with Declarant as set forth in Section 6.9 for Units developed within any Additional Property. Any and all costs and expenses incurred by the Association under or pursuant to any Communications Agreement(s) entered into by the Association for Communications Services will be assessed against all Owners of Units developed within such Additional Property, and such other Owners as may elect to be subject thereto. Notwithstanding anything to the contrary contained in these CC&Rs, the costs and expenses charged to the Association under the Communications Agreement shall be apportioned equally, but only in those Units with respect to which the Association is being charged under or pursuant to the Communications Agreement except to the extent, if any, that any Owner elects to receive an "Optional Service" (being a service not automatically received by all Owners entitled to receive Communications Service pursuant to the Communications Agreement). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate Declarant, the Association, their successors or assigns to enter into a Communications Agreement or otherwise provide the Communications Services described in this Section 11.3(b).

11.4 Mortgage or Pledge. Subject to the provisions of Section 6.2(a), the Board of Directors will have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans will be used by the Association in performing its authorized functions. Declarant may make loans to the Association, subject to approval by Declarant of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid. Notwithstanding anything in these CC&Rs to the contrary, the Association will not be allowed to reduce the limits of the regular Annual Assessment at any time there are outstanding any amounts due Declarant as repayment of any loans made by Declarant to the Association.

11.5 Personal Property and Real Property for Common Use. The Board of Directors may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, will be held by and for the benefit of the Association. The shares of the Owners and Club Property Owner in the funds and assets of the Association cannot be individually assigned, hypothecated or transferred in any manner, except to the extent that

a transfer of the ownership or the Club Property of a Unit also transfers the memberships in the Association that is an appurtenance to such Unit or Club Property.

11.6 Rules and Regulations. As provided in Article 13, the Board of Directors, may make, amend, as applicable revoke and enforce reasonable rules and regulations governing the use of the Units and Common Areas, which rules and regulations will be consistent with the rights and duties established by these CC&Rs.

11.7 Reduction in Services. During the calendar years of 2005 and 2006, and during the first two years when any Additional Property may be added to these CC&Rs, the Board of Directors will define and list a minimum level of services that will be furnished by the Association. So long as Declarant is engaged in the development of properties, which are subject to the terms of these CC&Rs, the Association will not reduce the level of services it furnishes below such minimum level. Such minimum level of service will expressly include an obligation of the Association to maintain the Common Areas and pay the costs and expenses set forth in any lease or use agreement therefor.

11.8 Obligation of the Association. The Association will not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article except as specified in Section 11.7. The functions and services to be carried out or offered by the Association at any particular time will be determined by the Board of Directors taking into consideration the funds available to the Association and the needs of the Members of the Association. Special Assessments will be submitted for approval as herein provided. Subject to the provisions of Section 11.7, the functions and services which the Association is authorized to carry out or to provide may be added or reduced at any time upon the sole approval of Declarant during the Declarant Control Period, and thereafter, the functions and services which the Association is authorized to carry out or to provide may be added or reduced by the Board acting on the vote of fifty-one percent (51%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members (which percentage will also constitute the quorum required for any such meeting).

ARTICLE 12

ASSESSMENTS

12.1 Purpose of Assessments. The Annual Assessments for Common Expenses provided for herein will be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners, Occupants of the Development, Club Property Owner and its members, guests and invitees, and maintaining the Development and improvements therein, including the Club Property, all as may be more specifically authorized from time to time by the Board of Directors.

(a) Assessments Under Covenant to Share Costs. The Annual Assessments may also include, and there shall be added to the billing therefor if not otherwise reflected in the budget of the Association, the amount chargeable to each Owner and the Club Property Owner as a shared expense or fee pursuant to a Covenant to Share Costs to which the Association is a party.

12.2 Assessments Against the Club Property. The Club Property Owner and the Club Property are subject to (i) Annual Assessments hereunder only to the extent set forth in Section 12.5(a), (ii) Special Assessments hereunder only to the extent set forth in Section 12.8, and (iii) Emergency Special Assessments hereunder only to the extent set forth in Section 12.9. In no event shall the Club Property Owner or the Club Property be liable for or subject to any other Assessment pursuant to these CC&Rs or under any declaration or similar document creating any District Association within the Property. This Section 12.2 may not be amended without the written consent of the Club Property Owner.

12.3 District Assessments.

(a) District Expenses. Owners of Units within certain Districts that may now or in the future be submitted to these CC&Rs by Supplemental Declaration may be obligated to pay District Expenses depending upon the level of services provided to the Units in the District by the Association. For example, the Association may provide lawn and landscape maintenance or exterior building maintenance in certain Districts, in which case the Association shall assess and collect, and which the Owners are obligated to pay, District Assessments as provided herein or as may be otherwise provided in any Supplemental Declaration. It shall be the duty of the Board to prepare a separate budget covering the estimated District Expenses to be incurred by the Association for each District on whose behalf District Expenses are expected to be incurred during the coming year. The Board of Directors shall be entitled to set such budget only to the extent that these CC&Rs, Supplemental Declaration or Bylaws specifically authorizes the Board to assess certain costs as a District Assessment. Any District may request that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the District, as appropriate.

(b) Budget. The Board shall cause a copy of such budget and notice of the amount of the District Assessment to be levied on each Unit in the District or the coming year to be delivered to each Owner in the District at least thirty (30) days prior to the beginning of the fiscal year. If 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 as provided herein, the budget in effect for the immediately preceding year, with a ten (10%) percent increase, shall be the budget for the current year. District Assessments are in addition to any assessments for Common Expenses levied by a District Association for those Districts that are administered by a District Association. The Association reserves the right to review and approve or disapprove the budgets promulgated by District Associations.

12.4 Creation of Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed or other conveyance thereof, whether or not it will be or was so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) Annual Assessments, such Assessments to be established and collected as provided in Section 12.5; (b) Special Assessments, such Assessments to be established and collected as provided in Section 12.7; (c) Emergency Special Assessments, such Assessments to be established and collected as provided in Section 12.9; and (d) Individual or Specific Assessments, such Assessments to be established and collected as provided in Section 12.12. The Club Property Owner covenants and agrees to pay to the Association its pro rata portion of the Annual Assessment as determined in accordance with Section 12.5. Any such Assessments remaining unpaid for thirty (30) days, together with late charges, simple interest at a rate established from time to time by the Board of Directors, and court costs and attorneys' fees incurred to enforce or collect such Assessments, will be an equitable charge and a continuing lien upon the property of the Owner thereof who is responsible for payment or the Club Property, as the case may be. Each Owner and the Club Property Owner will be personally liable for Assessments, coming due while he is the Owner of a property or it is the owner of the Club Property, and his or its grantee will take title to such property subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his or its grantor any amounts paid by such grantee therefor; provided, however, the lien for unpaid Assessments will be subordinate to the lien of any unpaid taxes and any Institutional Mortgage or Mortgage held by Declarant. Sale or transfer of any Unit or the Club Property will not affect the lien of the Assessments; however, the sale or transfer of any Unit that is subject to any Institutional Mortgage or Mortgage of Declarant pursuant to a decree of foreclosure will extinguish the lien of the Assessments as to payment thereof that became due prior to such sale or transfer. In the event of co-ownership of any Units subject to these CC&Rs, all of such co-Owners will be jointly and severally liable for the entire amount of such Assessments. Assessments will be paid in such manner and on such dates as may be fixed by the Board of Directors in accordance with Section 12.5(e), provided that unless otherwise provided by the Board, the Annual Assessments will be paid in equal monthly installments. To the extent any subordinated lien and permanent charge for any Assessment is extinguished by foreclosure of any Institutional Mortgage or Mortgage of Declarant, then the amount or amounts otherwise secured thereby that

cannot otherwise be collected will be deemed a Common Expense collectible from all Owners, including the person who acquires title through the foreclosure sale.

12.5 Establishment of Annual Assessment. Declarant will prepare an initial budget of the Association within ninety (90) days following the date these CC&Rs are filed Of Record, and a copy thereof will be made available to any Owner or the Club Property Owner upon written request. It will be the duty of the Board of Directors at least sixty (60) days prior to the first day of the Association's fiscal year following the fiscal year in which Declarant established the initial budget, and each fiscal year thereafter, to prepare a budget covering the estimated Common Expenses during the coming year, including any fee, cost or expense pursuant to a Covenant to Share Costs chargeable to the Association on behalf of all Owners and the Club Property Owner, such budget to include a reserve account, if necessary, for the capital needs of the Association. In calculating the budget, the Board shall have the power to either reduce the budgeted expenses for the fiscal year being budgeted or to set aside such surplus in such operating and/or capital reserve account as the Board, in its sole discretion, shall determine. Notwithstanding the foregoing, during the "Deficit Funding Period," the budget and Annual Assessments shall be calculated as provided in subsection (b). The Board will cause the total of the annual Assessments to be levied against properties subject to these CC&Rs for the following year in accordance with such budget ("Annual Assessments") to be delivered to each Owner and the Club Property Owner at least thirty (30) days prior to the first day of the fiscal year for which the budget and Annual Assessments are established.

(a) **Each Unit's and the Club Property's Share of Common Expenses; Assessment Units.** Each Unit and the Club Property shall be responsible for that portion of the total Annual Assessments determined by multiplying the total Common Expenses by a fraction, the numerator of which is the number of "Assessment Units" assigned to the Unit or the Club Property, as the case may be, and the denominator of which is the total number of Assessment Units assigned to all Units and the Club Property existing at the date such budget is finalized. Each unimproved Residential Unit shall be assigned one (1) Assessment Unit; and each improved Residential Unit will be assigned two (2) Assessment Units. A Residential Unit shall be deemed "improved" upon issuance of a Certificate of Occupancy therefor, and shall be subject to two (2) Assessment Units commencing the first month following issuance of the Certificate of Occupancy. A Commercial Unit, or any other type of property that may become subject to these CC&Rs, shall bear an Assessment Unit equal to that amount, or in accordance with a formula, set forth in a Supplemental Declaration or District Declaration. The Club Property shall bear an Assessment Unit equal to the number of ERUs assigned to the Club Property Owner as a Type D Member pursuant to Section 7.2(d).

(b) **Annual Assessments During Deficit Funding Period.** During the Deficit Funding Period, the Board shall also calculate the projected, total Common Expenses at full build-out of the Development. The Annual Assessment during the Deficit Funding Period will be equal to the lesser of (a) the amount calculated under Section 12.5 based on actual Common Expenses, or (b) that amount determined by dividing the total anticipated Common Expenses at full build-out by a number equal to seventy five percent (75%) of the current ERUs for the Development.

(c) **Disapproval of Annual Assessments.** The annual budget and Annual Assessments, as determined by the Board of Directors, as hereinabove provided, will become effective unless disapproved (i) solely by Declarant in writing during the Declarant Control Period, and (ii) thereafter by seventy five percent (75%) or more of the votes of the entire Association at a special meeting of Members (including the Type D Member) called therefor and held pursuant to the provisions of the Bylaws (which percentage will also constitute the quorum required for any such meeting). Notwithstanding the foregoing, in the event the proposed budget and Annual Assessments are disapproved or in the event the Board of Directors fails for any reason to determine an annual budget and to set the Annual Assessments, then and until such time as a budget and Annual Assessment will have been determined as provided herein, the budget and Annual Assessments will be the Default Budget and Default Annual Assessments calculated in accordance with Section 12.6.

(d) Special Board Action to Increase. If the Board of Directors determines that the important and essential functions of the Association budgeted for the year will not be properly funded in any year by the Annual Assessment herein provided, it may increase such Assessment; provided, however, an increase in Annual Assessments in any year pursuant to special action of the Board of Directors as aforesaid will in no way affect Annual Assessments for subsequent years.

(e) Billing of Annual Assessments. The Annual Assessments will be billed monthly, quarterly, semi-annually or annually, as set by the Board of Directors, and will be due and payable on or before the first day of the month for which billed.

(f) Rounding. All Annual Assessments charged by the Association will be rounded off to the nearest dollar.

(g) For Common Expenses. The Common Expenses to be funded by the Annual Assessments may include, without limitation, the following:

(i) management fees and expenses of administration, including legal and accounting fees;

(ii) utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection and security services, if any such services or charges are provided or paid by the Association;

(iii) the cost of any policies of insurance purchased by the Association for the benefit of all the Owners, the Club Property Owner, and the Association as required or permitted by these CC&Rs, including fire, flood and other hazard coverage, public liability coverage and other insurance coverage determined by the Board to be in the interests of the Association and the Owners;

(iv) the expenses of maintenance, operation and repair of those portions of the Common Areas that are the responsibility of the Association under the provisions of these CC&Rs;

(v) the expenses of any design review committee established to receive and administer the whole or any portion of the ACB functions transferred and conveyed to the Association, which are not defrayed by plan review charges;

(vi) ad valorem real and personal property taxes assessed and levied against the Common Areas;

(vii) such other expenses as may be determined from time to time by the Board of Directors to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Units; and

(viii) the establishment and maintenance of a reasonable reserve fund or funds (a) for maintenance, repair and replacement of those portions of the Common Areas that are the responsibility of the Association and that must be maintained, repaired or replaced on a periodic basis, (b) to cover emergencies and repairs required as a result of casualties that are not funded by insurance proceeds, and (c) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

12.6 Determination of Default Budget and Default Annual Assessment. Upon the failure of the Board of Directors to adopt a budget, or upon the disapproval of any budget pursuant to Section 12.5(c), the "Default Budget" and "Default Annual Assessments," as the case may be, will be the greater of:

(i) The then existing budget and Annual Assessments, increased in proportion to the percentage increase, if any, in the CPI-U from December of the preceding year to November of the then current year in which the said maximum budget and Annual Assessment is being determined, or by ten (10%) percent, whichever is greater; or

(ii) The budget and Annual Assessments for the year in which these CC&Rs are filed Of Record by Declarant, increased to the year in which the said maximum budget and Annual Assessment is being determined in proportion to the percentage increase, if any, in the CPI-U from December of the year preceding the year in which these CC&Rs are filed Of Record to November of the year in which the said maximum budget and Annual Assessment is being determined, or by ten (10%) percent per annum, compounded, whichever is greater.

(a) Change in Default Amounts upon Merger or Consolidation. The limitations of this Section 12.6 will apply to any merger or consolidation in which the Association is authorized to participate under Section 2.2(c), and under the Bylaws.

12.7 Special Assessments for Improvements and Additions. In addition to the regular, Annual Assessments authorized by Section 12.5, the Association may levy Assessments for the following purposes ("Special Assessments"):

(i) To construct, reconstruct, repair or replace of a damaged capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto as well as any insurance policy deductible if the damage is an insured loss;

(ii) To provide for the unexpected and unbudgeted acquisition of necessary facilities and equipment required for the Association to offer the services authorized herein;

(iii) To provide funding for such other extraordinary and unbudgeted expenditures of the Association as the Board shall determine to be required for the efficient discharge of the Association duties and responsibilities hereunder, and that cannot, in the Board's reasonable judgment, be delayed until the next budget is prepared;

(iv) To cover any shortfall, whether by way of deductible or otherwise, in insurance proceeds recovered; and

(v) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

12.8 Special Assessments; Approval by Declarant and Disapproval by Members. Except as otherwise permitted in Sections 9.2, 10.1 and 12.9 hereof, any Special Assessment will only be levied if: (A) during the Declarant Control Period, Declarant approves, in writing, such Special Assessment; and (B) after the Declarant Control Period, the Special Assessment is not disapproved by sixty-seven percent (67%) or more of the votes of the entire Association at a special meeting of Members (including the Type D Member) called therefor and held pursuant to the provisions of the Bylaws, which percentage will also constitute the quorum required for any such meeting. The notices of such special meeting will include one statement from the Directors favoring the Special Assessment and one statement from those Directors opposing the Special Assessment, if any, containing the reasons for those Directors' support and opposition for the Special Assessment, if any such statements are

provided by the Directors supporting and opposing the Special Assessment (Directors being under no obligation to provide such statements). Neither statement, either supporting or opposing the Special Assessment, will exceed five pages in length.

(a) Apportionment. Special Assessments will be apportioned in relation to their then existing Assessment Units and in the same manner as Annual Assessments unless it is determined by Declarant and/or Board that another apportionment thereof is more reasonable and more equitably justified by the circumstances giving rise to such emergency.

12.9 Emergency Special Assessments. In addition to the Annual Assessments authorized by Section 12.5 and the Special Assessment authorized by Section 12.7, the Association may levy Assessments for repairs, reconstruction, alterations or improvements due to emergencies of any type, as determined by Declarant during the Declarant Control Period, and/or by the Board of Directors, in their sole discretion ("Emergency Special Assessment"). Any Emergency Special Assessment may be imposed without a vote of the Members. Emergency Special Assessments will be apportioned in relation to their then existing Assessment Units and in the same manner as Annual Assessments (without regard to the Assessment Units of the Club Property Owner).

12.10 Declarant's Properties. Anything contained herein to the contrary notwithstanding, Declarant will be exempt from the payment of Annual Assessments, Special Assessments and Emergency Special Assessments with respect to unimproved and unoccupied Units owned by Declarant and subject to these CC&Rs.

(a) Declarant's Funding Obligation During Deficit Funding Period in Lieu of Annual Assessments. Declarant hereby covenants and agrees that during the Deficit Funding Period Declarant will pay the difference between the amount of Annual Assessments collected (excluding Assessments on all other Units owned by Declarant) and the amount of actual expenditures by the Association during the fiscal year. Declarant's funding obligation pursuant to this subsection (a) shall be an equitable charge and a continuing lien upon Declarant's unimproved portions of the Property that have not been converted to Units.

(b) Declarant's Funding Obligation During Remainder of the Declarant Control Period in Lieu of Annual Assessments. From and after the expiration of the Deficit Funding Period and continuing until expiration of the Declarant Control Period, Declarant will annually elect either to pay an amount equal to the Annual Assessment for each such Unit owned by it or to pay the difference between the amount of Assessments collected (excluding Assessments on all other Units owned by Declarant) and the amount of actual expenditures by the Association during the fiscal year, but not in a sum greater than the Annual Assessments Declarant would pay if not exempt therefrom. Unless Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, Declarant will be deemed to have elected to continue paying on the same basis as existed during the immediately preceding year.

(c) Declarant's Reduction of Annual Assessment Payable by Owners and the Club Property Owner. So long as Declarant owns any Unit for sale, Declarant may, but will not be obligated to, reduce the Annual Assessment for any year to be paid by Owners and the Club Property Owner. Declarant will fund any such reduction in the amount assessed against the Owner as a subsidy. Any such subsidy will, in Declarant's sole discretion, be (a) a contribution to the Association, (b) an advance against future Annual Assessments due from said Declarant, or (c) a loan to the Association. The amount and character (contribution, advance or loan) of such payment by Declarant will be conspicuously disclosed as a line item in the budget and will be made known to the Owners and Club Property Owner. The payment of such a subsidy in any year will under no circumstances obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant. Any such subsidy payment by Declarant may be made in-kind.

12.11 Assignment of Declarant Rights and Obligations Under this Article 12. Declarant may assign all or a portion of its rights under this Article 12, subject to its covenants and obligations under this Article 12, to any speculative builder to which Declarant conveys one or more Units to be constructed upon by such builder, said rights, covenants and obligations extending solely to the Units so conveyed by Declarant to such builder and that are the subject matter of any such permitted assignment. Any such assignment shall specifically set forth the formula, terms and conditions applicable to the builder's Assessment obligation.

12.12 Individual Specific Assessments. Any expenses incurred by the Association or Declarant because of the actions of one or more Owners or Occupants, or because of their failure to act, and with respect to which such expenses are chargeable thereto and recoverable therefrom pursuant to any provision of these CC&Rs, including, without limitation, applicable to Limited Common Areas as applicable under these CC&Rs, Delinquent Club Charges under Section 3.6, failure to comply with the Design Guidelines under Section 4.12, recoverable expenses incurred as a result of work performed in behalf of an Owner under Section 8.2(b) or work performed in behalf of a District Association under Section 8.2(c), and any fines as may be imposed against an Owner in accordance with Article 13, will be specially assessed as a Specific Assessment against each such Owner and the Owner's Unit. Assessments charged for the Association's maintenance, repair, replacement and management of a District Common Area shall be assessed against the Owners with exclusive rights in and to the District Common Areas pursuant to the Supplemental Declaration with respect thereto, or, in the absence of a specific allocation of such expenses for the District Common Areas, prorata among the Owners with exclusive rights in and to the District Common Areas.

12.13 Effect of Nonpayment; Remedies of the Association. An Assessment shall be due in full not later than the first day of the month for which the Assessment is billed, and any Assessment or portions thereof that are not paid when so due will be delinquent. Any delinquent Assessment will incur a late charge in an amount as may be determined by the Board from time to time and, upon adoption of a policy therefor by the Board of Directors, will also commence to accrue simple interest at the rate set by the Board of Directors from time to time. A lien and equitable charge as herein provided for each Assessment installment shall attach simultaneously as the same will become due and payable, and if an Assessment installment has not been paid as aforesaid, the entire unpaid balance of the Assessment installments remaining to be paid during the fiscal year may be accelerated by the option of the Board of Directors and be declared due and payable in full. The continuing lien and equitable charge of such Assessment will include all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law, subordinate only to liens for unpaid taxes, any Institutional Mortgage and any Mortgage held by Declarant as provided in Section 12.3. In the event that the Assessment remains unpaid sixty (60) days following the date when so due, the Association may institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Section will be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Unit, and the Club Property Owner (with respect to an Annual Assessment or a Special Assessment) vests in the Association and its agents the right and power to bring all actions against him or it personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in like manner as a mortgage of real property. The Association will have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner and the Club Property Owner (with respect to an Annual Assessment or a Special Assessment) may waive or otherwise escape liability for the Assessments provided for herein, including, without limitation, non-use of the Common Areas or abandonment of his Unit, and an Owner and the Club Property Owner (with respect to an Annual Assessment or a Special Assessment) will remain personally liable for Assessments, including interest and late charges that accrue prior to a sale, transfer, or other conveyance of his Unit or the Club Property, as the case may be.

(a) Certificate. The Treasurer, any Assistant Treasurer or the manager of the Association will, within ten (10) days of a written request and upon payment of a fee set from time to time by the Board of Directors or by the Association manager pursuant to its Management Agreement, furnish to any Owner or such Owner's Mortgagee requesting the same or the Club Property Owner or its Mortgagee, a certificate signed by the

Association's Treasurer, Assistant Treasurer or manager setting forth whether the Assessments for which such Owner or the Club Property Owner, as the case may be, is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. Such certificate will be conclusive evidence against all but such Owner or the Club Property Owner of payment of any Assessments stated therein to have been paid. The Association may delegate its obligation to furnish such certificate and its right to collect the fee for providing such service to a management company hired by the Association.

12.14 Date of Commencement of Assessments. For any Residential Unit, the Assessment provided for herein will commence on the date (the "Assessment Commencement Date") that (i) all streets and roads providing access to the Residential Unit are completed; (ii) electricity, water, sewer, gas and telephone service has been extended to the Unit; and (iii) the proper governmental authority issues such approval or consent that would permit such governmental authority to issue a building permit for a home on the Residential Unit. Annual Assessments, Special Assessments and Emergency Special Assessments will be adjusted for such property according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such property is first conveyed. The initial Annual Assessments for the Club Property shall commence on January 1, 2006. The initial Annual Assessments for each Unit in each Additional Property shall be set forth in the pertinent Supplemental Declaration.

(a) **Working Capital Collected at Initial Closing.** Notwithstanding anything to the contrary in these CC&Rs, a working capital fund will be established for the Association by collecting from each Owner who acquires title to his Unit from Declarant a working capital amount equal to 2/12ths of the Annual Assessment then in effect, which Assessment will be due and payable, and will be transferred to the Association, at the time of transfer of each Unit by Declarant to any other Owner. Such sum is and will remain distinct from the Annual Assessment and will not be considered advance payment of the Annual Assessment. The working capital receipts may be used by the Association in covering operating expenses as well as any other expense incurred by the Association pursuant to these CC&Rs and the Bylaws.

(b) **Transfer Fee Due on Conveyance of Unit.** Except as otherwise provided in this Section 12.14(b), upon the sale and transfer of title to any Unit subject to these CC&Rs, the transferring Owner shall pay to the Association a transfer fee in the amount of one-fourth of one percent (0.25%) of the total cost to the purchaser of the Unit, as such cost is shown for purposes of calculating the recording fee (formerly known as a deed transfer fee or deed documentary tax) imposed by Richland County or Fairfield County, South Carolina, as the case may be; on the transfer of title (the "Recording Fee"), but excluding taxes and stamps or other fees charged by Richland County or Fairfield County, South Carolina, as the case may be, on such transfer. For purposes of example only, when the total cost of the Unit to the purchaser, excluding taxes and stamps or other fees charged by Richland or Fairfield County, as the case may be, amounts to one hundred thousand dollars (\$100,000), then the transfer fee pursuant to this Section 12.14 would be two hundred fifty dollars (\$250). The transfer fee shall be the joint and several obligation of both the transferring Owner and the transferee purchaser thereof; and, in addition, the Association shall have a lien against the Unit to secure payment of such transfer fee. Such liens shall be prior and superior to all other liens except (a) the Association's lien for Annual Assessments pursuant to Section 12.5, Special Assessments pursuant to Section 12.7, Emergency Special Assessments pursuant to Section 12.9 and Specific Assessments pursuant to Section 12.12; and (b) such liens as have priority over the Association's lien pursuant to Section 12.4. Such lien may be enforced by the Association by suit, judgment and foreclosure in the same manner as the Association's lien for assessments pursuant to Section 12.4.

(i) **Purpose of Transfer Fee.** All transfer fees collected pursuant to this Article shall be deposited into a segregated account to be used for such purposes as the Board of Directors of the Association deems beneficial to the general good and welfare of the Association and its Members. By way of example and not limitation, such transfer fees might be used to help fund:

(1) Acquisition of additional Common Areas and areas of Common Responsibility, as well as the improvement to and expansion of existing Common Areas and areas of Common Responsibility;

(2) Sponsorship of programs and activities that contribute to the overall betterment of the Owners, and/or to their enjoyment, understanding, appreciation and preservation of the Development;

(3) Programs and activities that serve to market and promote resales of Units within the Development;

(4) Programs and activities which serve to promote a sense of community within the Development, such as recreational leagues, historical or cultural programs, educational programs, festivals and holiday celebrations and activities, a community computer network and recycling programs;

(5) Social services, community outreach programs and other charitable causes; and

(6) Such other undertakings, activities and programs as shall, in the Board's reasonable judgment, promote or enhance the Property, the Units therein and/or the experience of the Owners thereof.

Nothing herein shall be construed to require that the funds so collected be applied to reduce any Assessment levied hereunder, nor shall anything herein be construed as to prohibit same.

(ii) Exempt Transfers. No transfer fee shall be levied upon transfer of title to a Unit:

(1) by or to Declarant;

(2) by a builder, including, without limitation, a Featured Builder, who held title to the Unit solely for purposes of development and resale;

(3) in which no gain or loss is recognized by reason of Section 1031 or 1041 of the Internal Revenue Code of 1976, as amended;

(4) in which no Recording Fee is payable;

(5) in respect of a conveyance pursuant to an order of foreclosure or conveyance to the Mortgagee by a deed of the Owner in lieu of foreclosure; or

(6) under such other circumstance or condition determined by the Board of Directors to result in no substantive change of ownership, provided any such determination may be made in its sole discretion.

ARTICLE 13

RULE MAKING

13.1 Rules and Regulations. Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Units and the Common Areas, and facilities located thereon. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations that will govern activities that may, in the judgment of the Board of Directors, be environmentally

hazardous, such as application of fertilizers, pesticides and other chemicals. The Association will furnish copies of such rules and regulations and amendments thereto to all Owners and Club Property Owner prior to the effective date thereof. Such rules and regulations will be binding upon the Owners, Club Property Owner and Occupants until and unless any such rule or regulation is specifically overruled, cancelled or modified by the Board of Directors or any such rule or regulation is disapproved by a majority or more of the votes of the entire Association at a special meeting of Members called therefor and held pursuant to the provisions of the Bylaws, which percentage will also constitute the quorum required for any such meeting. Any action by the Board to adopt, overrule, cancel or modify any rule or regulation, or any vote of Members disapproving any rule or regulation, will not be effective and binding upon the Owners, Club Property Owner and Occupants until and unless the same is approved by Declarant during the Declarant Control Period. No rule or regulation shall discriminate against Club Property Owner and members of the Club in favor of the Owners and Occupants or vice versa.

(a) Approval of Declarant. So long as Declarant owns any of the Property or the Additional Property for development and sale, [no rule or regulation shall be adopted by the Board of Directors that would be binding upon the Owners of such Property to be developed by Declarant without the prior written consent of Declarant, including, without limitation, any rule or regulation that would have the effect of discriminating against or in favor of one type of owner over another or of one type of tenant, lessee, renter or guest over another.] No rule or regulation shall be adopted by The Board of Directors that would be binding upon the Club Property Owner without the prior written consent of the Club Property Owner.

13.2 Authority and Enforcement. Subject to the provisions of Section 13.3 hereof, upon the violation of these CC&Rs, the Bylaws or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any Assessments, the Board of Directors will have the power (A) to impose reasonable monetary fines that will constitute an equitable charge and a continuing lien as a Specific Assessment, (B) to suspend an Owner-Member's right to vote in the Association, (C) to suspend an Owner's or Occupant's right to use any of the Common Areas, or (D), in the case of a default in payment of any Assessment due, to suspend an Owner's or Occupant's cable TV service if such is provided by the Association or by a service provider under contract with the Association and for which payment thereunder is a Common Responsibility of the Association. The Board will have the power to impose all or any combination of these sanctions, and may establish each day a violation remains uncured as a separate violation for which a fine is due; provided, however, an Owner's access to its property over the private roads and streets constituting Common Areas will not be terminated hereunder. An Owner or Occupant will be subject to the foregoing sanctions in the event of such a violation by such Owner or Occupant. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

13.3 Procedure. Except with respect to the failure to pay Assessments, the Board will not impose a fine, suspend voting rights or infringe upon or suspend any other rights of an Owner, Club Property Owner or other Occupant of the Development for violations of the Declaration, Bylaws or any rules and regulations of the Association, unless and until the following procedure is followed:

(a) Demand to Cease and Desist. Written demand to cease and desist from an alleged violation will be served upon the Owner, Club Property Owner or Occupant responsible for such violation specifying:

- (i) The alleged violation;
- (ii) The action required to abate the violation; and
- (iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a

statement that any further violation of the same provision of these CC&Rs, the Bylaws or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(b) Notice of Hearing. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner, Club Property Owner or Occupant with written notice, in accordance with Section 15.17, of a hearing to be held by the Board in executive session. The notice will contain:

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing, which time will be not less than ten (10) days from the giving of the notice;
- (iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and
- (iv) The proposed sanction to be imposed.

(c) Hearing. The hearing will be held in executive session of the Board of Directors pursuant to the notice and will afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if the officer, director or other individual who delivered such notice enters a copy of the notice together with a statement of the date and matter of delivery. The notice requirement will be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction imposed, if any.

ARTICLE 14

ALTERNATIVE DISPUTE RESOLUTION AND LITIGATION

14.1 Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. Declarant, Association, Owners, Club Property Owner and any person or entity not otherwise subject to the Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes between and among themselves involving these CC&Rs or the Development, and to avoid the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances and disputes (including those in the nature of counterclaims or cross-claims) between Bound Parties involving the Declaration or the Development (but not matters applicable solely under a Covenant to Share Costs), including without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement thereof (collectively "Claims"), except for "Exempt Claims" under Section 14.2, are subject to the procedures set forth in Section 14.3.

14.2 Exempt Claims. The following Claims ("Exempt Claims") are exempt from the provisions of Section 14.3:

- (i) any suit by the Association against a Bound Party to enforce any Assessments or other charges hereunder; and
- (ii) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and other relief the court may deem necessary in order to maintain the status quo and preserve any enforcement power of the Association hereunder until the matter may be resolved on the merits pursuant to Section 14.3; or

(iii) any suit between Owners that does not include Declarant, Club Property Owner or the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Declaration and the Development; or

(iv) any suit in which an indispensable party is not a Bound Party; or

(v) any suit that otherwise would be barred by any applicable statute of limitation; or

(vi) any suit involving a matter that is not an Exempt Claim under subsections (i) through (v) above, but as to which matter the Bound Party against whom the Claim is made waives the mandatory provisions of Section 14.3.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 14.3, but there is no obligation to do so.

14.3 Mandatory Procedures for Non-Exempt Claims. Any Bound Party having a Claim ("Claimant") against a Bound Party involving these CC&Rs or the Development, or all or any combination of them ("Respondent"), other than an Exempt Claim under Section 14.2, will not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of the Claim until it has complied with the procedures set forth in Exhibit "C" to these CC&Rs, and then only to enforce the results thereof.

14.4 Litigation. No judicial or administrative proceeding with an amount in controversy exceeding \$25,000.00, will be commenced or prosecuted by the Association unless approved by 75% or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members called for the purpose of approving the proceeding (which percentage will also constitute the quorum required for any such meeting). This Section will not apply, however, to (a) actions brought by the Association to enforce the provisions of these CC&Rs (including, without limitations, the foreclosure of liens); (b) the imposition and collection of Assessments; (c) proceedings involving challenges to ad valorem taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association to enforce written contracts with its suppliers and service providers. This Section will not be amended unless the amendment is approved by the requisite percentage of votes of Members, and pursuant to the same procedures, necessary to institute proceedings as provided above. This provision will apply in addition to the negotiation and arbitration provisions of this Article 14 and the procedures therefor set forth in Exhibit "C" to these CC&Rs, if applicable.

14.5 Miscellaneous Alternative Dispute Resolution Provisions.

(a) **Conflicting Provisions.** Any conflict or discrepancy between the terms and conditions set forth in this Article 14 and the procedures set forth in Exhibit "C" to these CC&Rs and any term, condition or procedure of the American Arbitration Association, or any remedy allowed at law or in equity, the terms, conditions, procedures and remedies set forth herein and in Exhibit "C" to these CC&Rs will control.

(b) **TIME IS OF ESSENCE.** All periods of time set forth herein or calculated pursuant to provisions of this Article 14 will be strictly adhered to, TIME BEING OF THE ESSENCE hereof.

ARTICLE 15

GENERAL PROVISIONS

15.1 Control of Declarant. NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THESE CC&Rs, IN THE ARTICLES OF INCORPORATION, OR IN THE BYLAWS, Declarant hereby retains for the duration of the Declarant Control Period the right to appoint and

remove any member or members of the Board of Directors and any officer or officers of the Association. Every Owner or other grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees that Declarant will have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 15.1. The provisions of this Section 15.1 are supplemental to, and not in substitution of, other rights retained by Declarant pursuant to these CC&Rs.

(a) Voting Agreement and Proxy. By acceptance of a deed or other conveyance of a real estate interest subject hereto, an Owner-Member does hereby grant, and if further required, does agree to vote in a manner to provide, to Declarant all voting rights and other corporate powers specifically reserved to and designated for Declarant under these CC&Rs. **IN CONNECTION WITH THIS VOTING AGREEMENT, EACH MEMBER APPOINTS DECLARANT AS PROXY FOR SUCH MEMBER WITH FULL POWER OF SUBSTITUTION TO VOTE FOR THE MEMBER ON ALL SUCH MATTERS ON WHICH THE MEMBER MAY BE ENTITLED TO VOTE, AND WITH RESPECT TO WHICH THERE IS A RESERVATION OR DESIGNATION OF VOTING RIGHTS IN DECLARANT UNDER THESE CC&Rs, AND WITH ALL POWERS WHICH THE MEMBER WOULD POSSESS IF PERSONALLY PRESENT AT ANY MEETING OF MEMBERS. SUCH APPOINTMENT WILL BE, UPON AN OWNER'S OR A MEMBER'S ACCEPTANCE OF A DEED OR OTHER CONVEYANCE AND WITHOUT THE NECESSITY OF FURTHER ACTION BY DECLARANT OR THE OWNER OR OTHER MEMBER, A POWER COUPLED WITH AN INTEREST AND IRREVOCABLE.** Such appointment will be effective as of the date on which a deed or other conveyance of an interest to the Owner-Member is filed Of Record. This irrevocable proxy will automatically terminate on the date Declarant's voting rights as a Type C Member terminate. The within voting agreement and proxy are in addition to, and not in substitution of, all rights of Declarant herein provided, which will run with the Property.

(b) Creation of New Board. Upon the expiration of the Declarant Control Period, election of the Board will pass to the Owners and Club Property Owner as provided in the Bylaws. Following election of a new Board of Directors, Declarant will deliver all books, accounts and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and that Declarant has in its possession.

15.2 Amendments by Declarant. During the Declarant Control Period, Declarant may amend these CC&Rs or the Bylaws by a Supplemental Declaration or other instrument in writing filed Of Record without the approval of any Owner, Club Property Owner, or Mortgagee; provided, however, that, (A) in the event that such amendment has a material adverse effect upon any Owner's rights hereunder or adversely affects the title to any Unit, such amendment will be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby; (B) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment will be valid only upon the written consent thereto of all such Mortgagees so affected; and (C) in the event that such amendment has a material adverse effect upon the Club Property Owner's rights hereunder or adversely affects the title to all or any portion of the Club Property or relates to any Section that requires Club Property Owner's written consent, such amendment will be valid only upon the written consent thereto by the Club Property Owner. Any amendment made pursuant to this Section 15.2 will be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees or the Club Property Owner, if required, and will be effective only upon it being filed Of Record or at such later date as will be specified in the amendment itself. Furthermore, following the Declarant Control Period, except as otherwise provided with regard to rights of Club Property Owner, these CC&Rs and the Bylaws may be amended solely by Declarant filing same Of Record if such amendment is necessary, in the reasonable determination of Declarant, (i) to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination that will be in conflict therewith, (ii) to enable any reputable title insurance company to issue title insurance coverage with respect to any properties subject to these CC&Rs, (iii) if such amendment is 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 any properties subject to these CC&Rs, or (iv) to enable any governmental agency or reputable private insurance company to insure Mortgages or Institutional Mortgages on the properties or other improvements subject to these CC&Rs. Each Owner by acceptance of a deed or other conveyance of a Unit agrees to be bound by amendments permitted by this Section 15.2, and further agrees, if requested by Declarant, such Owner will consent to such amendment.

15.3 Amendments by the Association. Amendments to these CC&Rs or the Bylaws, other than those authorized by Section 15.2, will be proposed and adopted in the following manner:

(i) Notice of the subject matter of the proposed amendment will be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and will be delivered to each Member of the Association.

(ii) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or Members of the Association. Such amendment must be approved by sixty-seven percent (67%) or more of the votes of the entire Association, by referendum or at a duly held meeting of Members called for the purpose of approving a proposed amendment (which percentage will also constitute the quorum required for any such meeting); provided, however, (i) that any amendment that materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee; (ii) during the Declarant Control Period, such amendment must be approved by Declarant; and (iii) in the event that such amendment also is an amendment to the Bylaws, the amendment will be adopted pursuant to the applicable procedures of the Bylaws and the South Carolina Nonprofit Corporation Act.

(iii) The agreement of the required percentage of the Members and, where required, Club Property Owner, Declarant and any Mortgagee, as the case may be, to any amendment of these CC&Rs pursuant to this Section 15.3 will be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement will state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of these CC&Rs will become effective only when filed Of Record or at such later date as may be specified in the amendment itself.

Anything contained in this Section 15.3 to the contrary notwithstanding, no amendment under these CC&Rs shall be made, or any vote therefor effective, if the result or effect thereof would have a material adverse effect upon Declarant or any right, limitation, approval or easement of Declarant without the prior written approval of Declarant.

15.4 Duration. The provisions of these CC&Rs will run with and bind title to the Property, will be binding upon and inure to the benefit of all Owners, Club Property Owner, and Mortgagees and will be and remain in effect for a period of thirty (30) years from and after the date these CC&Rs are filed Of Record, provided that rights and easements which are stated herein to have a longer duration will have such longer duration. Upon the expiration of said thirty (30)-year period, these CC&Rs will be automatically renewed for successive ten (10)-year periods. The number of ten (10)-year renewal periods will be unlimited, with these CC&Rs being automatically renewed and extended upon the expiration of each ten (10)-year renewal period for an additional ten (10)-year period; provided, however, that there will be no renewal or extension of these CC&Rs, if, during the last year of an initial thirty (30)-year period or the last year of any ten (10)-year renewal period, 80% or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members called for the purpose of approving the proceeding (which percentage will also constitute the quorum required), approve terminating these CC&Rs at the end of the then current term. In the event that the Association votes to terminate these CC&Rs, an instrument evidencing such termination will be filed Of Record, such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite

number of votes. Every Owner, purchaser or grantee of any interest in any portion of the Property, by acceptance of a deed or other conveyance therefor, and the Club Property Owner, agrees that the provisions of these CC&Rs will run with and bind title to the Property as provided hereby.

15.5 Termination of the Association. In the event that these CC&Rs are declared to be void, invalid, illegal or unenforceable in their entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years following the date of recording these CC&Rs, all Common Area belonging to the Association at the time of such adjudication will revert to Declarant, and Declarant will own and operate said Common Areas as Trustee (as defined below) for use and benefit of Owners and Club Property Owner within the Property as set forth below. If said adjudication will occur on a date more than ten (10) years after the date of recording of these CC&Rs, or if the Members of the Association should vote not to renew and extend these CC&Rs as provided for in Section 15.4, all Common Areas owned by the Association at such time will be transferred to a properly appointed Trustee, which Trustee will own and operate said Common Areas for the use and benefit of the Members as set forth below:

(a) Annual Assessment. Each Unit, parcel or tract of land located within the Property will be subject to an Annual Assessment that will be paid by the Owner thereof to Declarant or Trustee, whichever becomes the successor in title to the Association. The amount of such Annual Assessment and its due date will be determined solely by Declarant or the Trustee, as the case may be, but the amount of such Annual Assessment on any particular lot, parcel or tract of land will not exceed the amount actually assessed against that lot, parcel or tract of land in the last year that Assessments were levied by the Association, subject to the adjustment set forth in Section 15.5(b).

(b) Rate of Annual Assessment. The rate of the Annual Assessment that may be charged by Declarant or Trustee hereunder on any Unit may be automatically increased each year by either five (5%) percent or the percentage increase between the first month and the last month of the Annual Assessment period in the CPI-U, whichever is greater. The actual amount of such increase in the regular Annual Assessment on a parcel will equal the regular Annual Assessment on such lot or parcel for the previous year multiplied by the larger of the two percentage factors set forth above.

(c) Delinquency. Any past due Annual Assessment together with interest thereon at the greater of fifteen (15%) percent or the maximum annual rate permitted by law from the due date and all costs of collection including reasonable attorney's fees will be a personal obligation of the Owner or Club Property Owner at the time that the Annual Assessment becomes past due, and it will also constitute and become a charge and continuing lien on the lot or parcel of land and all improvements thereon, against which the Assessment has been made, in the hands of the then Owner or Club Property Owner, his heirs, devisees, personal representatives and assigns.

(d) Use of Funds. Declarant, or the Trustee, as the case may be, will be required to use the funds collected as Annual Assessments for the operation, maintenance, repair and upkeep of the Common Areas. Declarant or the Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. Neither Declarant nor the Trustee will have the obligations to provide for operation, maintenance, repair and upkeep of the Common Areas once the funds provided by the Annual Assessment have been exhausted.

(e) Right to Convey Title. Declarant will have the right to convey title to the Common Areas and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(f) Trustee. The Trustee will have the power to dispose of the Common Areas, free and clear of the limitations imposed hereby; provided, however, that such disposition will first be approved in writing by fifty-one (51%) percent of the Members or in the alternative will be found, in the exercise of reasonable business judgment, to be in the best interest of the Members. The proceeds of such a sale will first be used for the payment of any debts or obligations constituting a lien on the Common Areas, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such Property, then for the payment of any obligations distributed among the Members, exclusive of the Trustees, in a proportion equal to the portion that the Default Annual Assessment on property owned by a particular Member bears to the total Default Annual Assessment for all property located within the Property.

15.6 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of these CC&Rs will be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions will continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Rose Kennedy, mother of U.S. Senator Edward Kennedy.

15.7 Interpretation. In all cases, the provisions set forth or provided for in these CC&Rs will be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors will best effect the intent of the general plan of development. The provisions hereof will be liberally interpreted and, if necessary, they will be so extended or enlarged by implication as to make them fully effective. The provisions of these CC&Rs will be given full force and effect notwithstanding the existence of any zoning ordinance or building codes that are less restrictive. The effective date of these CC&Rs will be the date of its filing Of Record. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. These CC&Rs will be construed under and in accordance with the laws of the State of South Carolina.

15.8 No Affirmative Obligation Unless Stated. ANY RESERVATION OR RIGHT OF DECLARANT WHICH IS STATED IN OR IMPLIED FROM THESE CC&Rs WILL NOT GIVE RISE TO ANY AFFIRMATIVE OBLIGATION OR DUTY ON THE PART OF DECLARANT UNLESS EXPRESSLY STATED IN THESE CC&Rs.

15.9 No Implied Liabilities or Duties. ANY RULES OR REGULATIONS ESTABLISHED BY DECLARANT PURSUANT TO THESE CC&Rs WILL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY PROPERTY OWNER.

15.10 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Non-Club Property designed to make the Non-Club Property safer than it otherwise might be. Additionally, NEITHER DECLARANT, CLUB PROPERTY OWNER NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL OWNERS AGREE TO HOLD DECLARANT, CLUB PROPERTY OWNER, THE ASSOCIATION AND ANY SUCCESSOR DECLARANT HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, CLUB PROPERTY OWNER NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION, DECLARANT, CLUB PROPERTY OWNER NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY UNIT OR COMMERCIAL OR RESIDENTIAL DWELLING, AND TENANTS, GUESTS AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT AND ANY SUCCESSOR DECLARANT DO NOT

REPRESENT OR WARRANT THAT: (A) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ACB MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (B) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY UNIT OR DWELLING AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE ACB, DECLARANT, CLUB PROPERTY OWNER AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY UNIT OR DWELLING, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS OR DWELLINGS, AND TO THE CONTENTS OF UNITS OR DWELLINGS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE ACB, DECLARANT, CLUB PROPERTY OWNER AND ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

15.11 Gender and Grammar. The singular wherever used herein will be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, will in all cases be assumed as though in each case fully expressed.

15.12 Severability. Whenever possible, each provision of these CC&Rs shall be interpreted in such manner as to be effective and valid, but if the application of any provision of these CC&Rs to any person or to any property will be prohibited or held invalid, such prohibition or invalidity will not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of these CC&Rs are declared to be severable.

15.13 Rights of Third Parties. These CC&Rs will be filed Of Record for the benefit of Declarant, the Owners, Club Property Owner, and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party will have any right, title or interest whatsoever in the Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant, Mortgagees, and Club Property Owner as herein provided, the Owners and Club Property Owner will have the right to extend, modify, amend, or otherwise change the provisions of these CC&Rs without the consent, permission, or approval of any adjoining owner or third party.

15.14 Conflicts with District Declarations. In the case of any conflict between these CC&Rs and a District Declaration, the applicable provision of these CC&Rs shall control, unless the effect thereof would be to make the applicable provision of these CC&Rs less restrictive, in which later case the applicable provision of the District Declaration shall control.

15.15 Notice of Sale, Lease or Mortgage. **IN THE EVENT AN OWNER LEASES OR MORTGAGES, OR OTHERWISE DISPOSES OF ANY UNIT, THE OWNER MUST PROMPTLY FURNISH TO THE ASSOCIATION IN WRITING THE NAME AND ADDRESS OF SUCH LESSEE, MORTGAGEE OR TRANSFEREE. IN THE EVENT OF A PROPOSED SALE OF A UNIT BY AN OWNER, OTHER THAN DECLARANT, AND EXCLUDING ANY SALE OR TRANSFER PURSUANT TO A DECREE OF FORECLOSURE OR PURSUANT TO ANY PROCEEDING IN LIEU OF**

FORECLOSURE, OWNER SHALL PROMPTLY NOTIFY THE ASSOCIATION IN WRITING OF THE PROPOSED SALE WITHIN FIVE (5) DAYS AFTER EXECUTING A PURCHASE AND SALE AGREEMENT AND PROVIDE THE NAME AND ADDRESS OF THE PROPOSED PURCHASER AND THE ESTIMATED CLOSING DATE FOR THE TRANSACTION. IN ACCORDANCE WITH SECTION 12.13(A), THE ASSOCIATION SHALL FURNISH TO THE OWNER AND PROPOSED PURCHASER A CERTIFICATE IN WRITING SETTING FORTH WHETHER THE ASSESSMENTS HAVE BEEN PAID. IN ADDITION, THE ASSOCIATION SHALL FURNISH TO THE PROPOSED PURCHASER A COPY OF THE CC&RS AND AMENDMENTS, IF ANY. THE ASSOCIATION SHALL BE ENTITLED TO CHARGE AND COLLECT A FEE FROM THE OWNER FOR PROCESSING ANY PROPOSED SALE OR TRANSFER OF A UNIT AND SUCH FEE SHALL BE IN AN AMOUNT ESTABLISHED BY THE BOARD OR BY THE ASSOCIATION MANAGER PURSUANT TO ITS MANAGEMENT AGREEMENT, FROM TIME TO TIME IN ITS SOLE DISCRETION. IN THE EVENT THAT THERE ARE UNPAID ASSESSMENTS OWED BY THE OWNER, THE ASSOCIATION SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO IT FOR COLLECTION OF THE ASSESSMENTS. THE OWNER'S FAILURE TO PAY ALL UNPAID ASSESSMENTS, AND ACCRUED INTEREST THEREON, IF ANY, BEFORE THE CLOSING OF THE SALE OF UNIT MAY RESULT IN THE SUSPENSION OF CERTAIN RIGHTS AND PRIVILEGES PROVIDED TO THE NEW OWNER TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE ASSOCIATION MAY DELEGATE ITS OBLIGATION TO FURNISH SUCH CERTIFICATE AND ITS RIGHT TO COLLECT THE FEE FOR PROVIDING SUCH SERVICE TO A MANAGEMENT COMPANY HIRED BY THE ASSOCIATION.

15.16 No Trespass. Whenever the Association, Declarant, or the ACB are permitted by these CC&Rs to enter upon, correct, repair, clean, maintain, preserve or do any other action within any portion of the Development, the entering thereon and the taking of such action will not deem to be trespass.

15.17 Notices. Notices required hereunder will be in writing and will be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners will be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Units. All notices to the Association will be delivered or sent in care of Declarant to Declarant's main office, Hammock Beach Parkway, Palm Coast, FL 32137 Attn: Financial Officer, or to such other address as the Association may from time to time notify the Owners, Declarant and Club Property Owner. All notices to Declarant will be delivered or sent to Declarant's main office, 1 Hammock Beach Parkway, Palm Coast, FL 32137 Attn: Financial Officer, or to such other address as Declarant may from time to time notify the Association. All notices to Club Property Owner will be delivered or sent to Club Property Owner's main office, 1 Hammock Beach Parkway, Palm Coast, FL 32137 Attn: Financial Officer, or to such other address as Club Property Owner may from time to time notify the Association. Notices to Mortgagees will be delivered or sent to such addresses as such Mortgagees specify in writing to the Association. Notices to any other person or persons entitled to same hereunder will be delivered or sent to such address or addresses as such person or persons specify, from time to time, in writing to the sender, or, in the absence thereof, to such address or addresses as will, in the exercise of reasonable judgment by the sender, reasonably expected to be received by such person or persons. All notices hand delivered shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on a date three (3) days (excluding Sundays and legal holidays when the U. S. mail is not delivered) immediately following date of deposit in the U. S. mail. Provided, however, the return receipt indicating the date upon which all notices were received shall be prima facie evidence that such notices were received on the date on the return receipt.

IN WITNESS WHEREOF, the undersigned, Declarant herein, has hereby caused this instrument to be executed this 1st day of November, 2005.

GINN-LA UNIVERSITY CLUB LTD., LLLP,
a Georgia limited liability company

BY: GINN-UNIVERSITY CLUB GP, LLC,
a Georgia limited liability company,
its sole general partner

Witnesses

Joan M. Wilms
Print name: Joan M. Wilms

By: Robert E. Masters
Its: EVP

A. Shawn George
Print name: A. Shawn George

Florida
STATE OF ~~SOUTH CAROLINA~~)
Flagler)
COUNTY OF ~~RICHLAND~~)

The foregoing instrument was acknowledged before me this 1st day of November, 2005 by Robert E. Masters, the EVP of GINN-UNIVERSITY CLUB, GP, LLC, a Georgia limited liability company, the sole general partner of GINN-LA UNIVERSITY CLUB LTD., LLLP, a Georgia limited liability limited partnership on behalf of the limited liability company on behalf of the limited liability limited partnership. He/She is personally known to me or has produced _____ as identification.

Eileen P. Coleman
Notary Public

(NOTARY SEAL)

EILEEN P. COLEMAN
Notary Public, State of Florida
My comm. exp. Apr. 10, 2007
Comm. No. DD 202478

Print Name: Eileen P. Coleman
Notary Public for Flagler County, Florida
My Commission expires: Apr. 10, 2007

JOINDER AND CONSENT OF GINN-LA UC GOLF, LLC

GINN-LA UC GOLF, LLC executes this First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Cobblestone Park and Supplemental Declaration ("CC&Rs") to signify its joinder, consent and agreement to the terms contained in the CC&Rs and agrees that the covenants, conditions, restrictions, easements, covenants, liens and charges in the CC&Rs shall run with the title to the property described on Exhibit "A-1".

GINN-LA UC GOLF, LLC,
a Georgia limited liability company

Witnesses

Joan M. Wilms
Print name: Joan M. Wilms

By: Robert F. Masters

Its: EVP

A. Shawn George
Print name: A. Shawn George

Florida
STATE OF ~~SOUTH CAROLINA~~)
Flagler)
COUNTY OF ~~RICHLAND~~)

The foregoing instrument was acknowledged before me this 1st day of November, 2005 by Robert F. Masters, the EVP of GINN-LA UC GOLF, LLC, a Georgia limited liability company on behalf of the limited liability company. He/She is personally known to me, or has produced _____ as identification.

(NOTARY SEAL)

EILEEN P. COLEMAN
Notary Public, State of Florida
My comm. exp. Apr. 10, 2007
Comm. No. DD 202478

Eileen P. Coleman
Notary Public

Print Name: Eileen P. Coleman
Notary Public for Flagler County, Florida
My Commission expires: Apr. 10, 2007

Oct-31-2005 04:33pm From-

T-761 P.004/004 F-810

JOINDER OF FIRST BANK AND TRUST COMPANY OF ILLINOIS

First Bank and Trust Company of Illinois, an Illinois state commercial bank, lender to Declarant, executes these CC&Rs to signify its consent and agreement that its mortgage(s) (the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated January 30, 2004 and recorded in Book 00898, Page 2029, in the Recording Office for Richland County, and in Record Book 632, Page 149 in the Recording Office for Fairfield County, as amended by the First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded in Book 01038, Page 037, in the Recording Office for Richland County, and in Book 706, Page 226 in the Recording Office for Fairfield County, is and shall remain subordinate to these CC&Rs.

The undersigned, First Bank and Trust Company of Illinois, an Illinois state commercial bank, has hereby caused this instrument to be executed this 31 day of OCTOBER, 2005 to signify its consent, joinder and subordination to these CC&Rs.

Witnesses

FIRST BANK AND TRUST COMPANY OF ILLINOIS

Anthony Allen Green, Sr.
Print name: Anthony Allen Green, Sr.

By: Jeremy Addis
Its: Vice President

Jeff Zebrow
Print name: Jeff Zebrow

STATE OF ILLINOIS)

COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 31 day of October, 2005 by Jeremy Addis, on behalf of FIRST BANK AND TRUST COMPANY OF ILLINOIS, an Illinois State Commercial Bank. He/She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Anthony Allen Green, Sr.
Notary Public
Print Name: Anthony Allen Green, Sr.
Notary Public for _____
My Commission expires: 11-20-2007

EXHIBIT "A"

**Legal Description for Real Property subject to
Declaration of Covenants, Conditions and Restrictions
For
Cobblestone Park**

EXHIBIT A**TRACT 1:** (formerly known as The Farm Subdivision, Richland County and Fairfield County)

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being located in Richland and Fairfield Counties, South Carolina, the same being shown and designated as **219.99 ACRES** on a Survey of The Farm Subdivision prepared for Ginn-LA University Club Ltd, LLLP, Morris, Manning and Martin LLLP, Chicago Title Insurance Company, et. al., by Robert H. Lackey Surveying, Inc., dated June 9, 2003, last revised January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1911** and recorded February 2, 2004 in the Office of the Clerk of Court for Fairfield County, SC, in **Slide Book 605 at page 888**; said property having the following courses, measurements, metes and boundaries as shown on the aforesaid plat, to wit:

Beginning at a point near the northwestern intersection of Syrup Mill Road and Ridge Crossing Drive (the Point of Beginning) and heading N 47°43' 03" E for a distance of 324.81 feet to a point; thence turning and running N 43° 20' 36" W for a distance of 273.70 feet to a point; thence turning and running N 19° 35' 27" E for a distance of 296.99 feet to a point; thence turning and running N 48° 07' 37" W for a distance of 643.70 feet to a point; thence turning and running N 26° 16' 29" E for a distance of 101.67 feet to a point; thence turning and running N 28° 09' 15" E for a distance of 241.29 feet to a point; thence, turning and running N 26° 22' 027" E for a distance of 228.07 feet to a point; thence turning and running N 27° 13' 22' E for a distance of 163.78 feet to a point; thence turning and running N 27° 04' 22" E for a distance of 280.12 feet to a point; thence turning and running N 26° 40' 30" E for a distance of 240.59 feet to a point; thence turning and running N 22° 16' 34" E for a distance of 286.15 feet to a point; thence turning and running N 24° 02' 06" E for a distance of 106.89 feet to a point; thence turning and running N 26° 46' 37" E for a distance of 107.35 feet to a point; thence turning and running N 30° 10' 45" E for a distance of 84.04 feet to a point; thence turning and running N 56° 19' 10" E for a distance of 1524.58 feet to a point; thence turning and running S 50° 09' 54" E for a distance of 1111.82 feet to a point; thence turning and running S 50° 08' 37" E for a distance of 231.91 feet to a point; thence turning and running S 49° 17' 09" E for a distance of 1441.36 feet to a point; thence turning and running along a curve bearing S 28° 28' 52" E with a radius of 5,729.63 feet for a distance of 50.90 feet to a point; thence turning and running S 00° 43' 31" E for a distance of 888.15 feet to a point; thence turning and running S 61° 42' 58" W for a distance of 696.13 feet to a point; thence turning and running S 51° 55' 16" W for a distance of 778.88 feet to a point; thence turning and running S 59° 38' 59" W for a distance of 284.74 feet to a point; thence turning and running N 71° 39' 21" W for a distance of 274.90 feet to a point; thence turning and running N 27° 12' 04" W for a distance of 228.13 feet to a point; thence turning and running N 22° 03' 58" W for a distance of 312.86 feet to a point; thence turning and running N 21° 32' 27" E for a distance of 115.90 feet to a point; thence turning and running N 19° 22' 27" E for a distance of 173.86 feet to a point; thence turning and running N 05° 03' 27" E for a distance of 198.56 feet to a point; thence turning and running N 42° 28' 58" W for a distance of 304.00 feet to a point; thence turning and running S 69° 56' 25" W for a distance of 1015.18 feet to a point; thence turning and running S 42° 34' 13" E for a distance of 494.54 feet to a point; thence turning and running S 39° 19' 49" W for a distance of 940.07 feet to a point; thence turning and running S 53° 11' 35" W for a distance of 316.78 feet to a point; thence turning and running S 53° 11' 35" W for a distance of 46.35 feet to a point; thence turning and running N 39° 09' 36" W for a distance of 430.48 feet to a point; thence turning and running N 39° 09' 36" W for a distance of 100.14 feet to a point; thence turning and running N 39° 09' 36" W for a distance of 49.99 feet to a point which is the Point of Beginning.

This being the same properties conveyed to Ginn-LA University Club Ltd, LLLP by the following deeds:

Deed from The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1946** and recorded February 2, 2004, in the Office of the Clerk of Court for Fairfield County, SC, in **Record Book 632 at page 129**; Quit Claim deed of The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1973** and recorded February 2, 2004, in the Office of the Clerk of Court for Fairfield County, SC, in **Record Book 632 at page 139**; deed of William F. Quattlebaum and Elizabeth S.

EXHIBIT A (continued)

Quattlebaum, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1818**; deed of Jonathan Meincke, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1822**; deed of Wanda A.K. Bryzyski and David M. Kelly, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1826**; deed of Eli M Rozier, Jr. and Deborah E. Rozier, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1833**; deed of William M. Musser, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1837**; deed of Michael E. Rowe and Tonya B. Rowe, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1841**; deed of John E. Hinkel and Teresa P. Hinkel, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1847**; deed of Bhavana R. Yajnik and Ramesh G. Yajnik, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1853**; deed of Thomas L. Taylor, dated January 29, 2004 and recorded January 30, 2004 in the Office of the Clerk of Court for Richland County, SC, in **Record Book 898 at page 1856** and recorded February 2, 2004 in the Office of the Clerk of Court for Fairfield County, SC in **Record Book 632 at 109**.

Richland County TMS No(s): 12800-01-22, 12809-03-01, 12813-01-01, 12813-01-02, 12813-01-03, 12813-01-04, 12813-01-05, 12810-02-01, 12810-02-02, 12810-02-07, 12810-02-04, 12814-02-01, 12814-02-02, 12814-02-03, 12814-02-04, 12814-03-01, 12814-03-02, 12814-03-03, 12815-01-07, 12815-01-06, 12815-01-05, 12815-01-04, 12815-01-03, 12815-01-02, 12815-01-01, 12814-01-07, 12814-01-06, 12814-01-05, 12814-01-04, 12814-01-03, 12814-01-02, 12814-01-01, 12814-01-07, 12814-01-06, 12810-01-05, 12810-01-04, 12810-01-03, 12810-01-02, 12810-01-01, 12809-02-04, 12809-02-03, 12809-02-02, 12809-02-01

Fairfield County TMS No.: 242-00-00-024

EXHIBIT A (continued)

TRACT 2: (Pocisk Tract – Richland County, S.C.)

All that certain piece, parcel or lot of lands with improvements thereon, situate, lying and being near the Town of Blythewood, County of Richland, State of South Carolina consisting of approximately 28.69 acres as shown on that certain survey prepared for Survey of the Pocisk Tract prepared for Ginn-LA University Club Ltd., LLLP, et. al. by Robert H. Lackey Surveying, Inc., dated June 9, 2003, last revised January 21, 2004, and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1912**; and having the following metes and bounds to wit:

Beginning at a point approximately 3150 feet from the intersection of Blythewood Road and Syrup Mill Road (the Point of Beginning) and heading along the northeastern right of way of Syrup Mill Road N 19°43'59" W for a distance of 266.50 feet to a point; thence continuing along said right of way N 19°48'11" W for a distance of 439.03 feet to a point; thence continuing along said right of way N 21°54'13" W for a distance of 193.99 feet to a point; thence continuing along said right of way N 27°14'53" W for a distance of 124.76 feet to a point; thence continuing along said right of way N 32°15'27" W for a distance of 90.87 feet to a point; thence continuing along said right of way N 34°37'12" W for a distance of 780.57 to an iron pin; thence turning and running N 52°38'51" E for a distance of 561.01 feet to an iron pin; thence turning and running N 82°39'34" E for a distance of 133.00 feet to an iron pin; thence turning and running S 48°19'33" E for a distance of 434.66 feet to an iron pin; thence turning and running N 71°29'19" E for a distance of 247.59 feet to an iron pin; thence turning and running S 43°24'09" E for a distance of 300.12 feet to an iron pin; thence turning and running S 36°25'49" W for a distance of 454.14 feet to an iron pin; thence turning and running S 00°30'36" W for a distance of 1103.69 feet to an iron pin; thence turning and running S 33°15'35" W for a distance of 273.63 feet to an iron pin; thence turning and running N 29°32'24" W for a distance of 109.09 feet back to the point of beginning. Be all said measurements more or less.

This being the same property conveyed to Ginn-LA University Club Ltd., LLLP by Deed from The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1946** and Quit Claim deed of The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1973**.

TMS No. 15200-01-01

EXHIBIT A (continued)**TRACT 3: (includes The Neighborhood and High Pointe Subdivisions)**

All that certain piece, parcel or tract of land, situate, lying and being in the Town of Blythewood in the County of Richland, State of South Carolina and being shown and designated as **PARCELS A, B, C, D, E, F, G, H, J, K, L, M, N, P, Q, R AND AMENITIES PARCEL** on a plat prepared for Ginn-LA University Club Ltd., LLLP by Survey and Mapping Services, Inc. dated October 29, 1997, last revised January 21, 2004, recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1913**, being further delineated and described as follows:

Parcel A:

Commencing at a point labeled "POB" and running S 77° 21'58" W along lands now or formerly of Sandy Level Baptist Church for 281.20' to an iron pin; thence turning and running N 89° 38' 42" W for 396.40' to an iron pin; thence N 89° 48' 23" W for 503.57' to an iron pin; thence N 89° 46'56" W for 225.32' to an iron pin; thence running S 89° 52' 24" W for 929.60' to an iron pin; thence turning and running S 09° 00'00" E for 967.35' to an iron pin; thence N 86° 05'24" W for 33.46' to an iron pin; thence N 84° 54' 15" W for 202.75' to an iron pin; thence N 82° 07'43" W for 193.39' to an iron pin; thence turning and running N 09° 08' 22" W for 1137.86' to an iron pin; thence N 06° 52'03" W for 300.14' to a point; thence N 00° 05'39" W for 376.76' to a point; thence N 04° 25'29" E for 494.83' to a point; thence N 01° 05'58" W for 301.42' to a point; thence N 10° 08'09" W for 307.23' to a point; thence N 18° 11'49" W for 235.72' to an iron pin; thence N 22° 43' 49" W for 107.42' to an iron pin; thence turning and running S 33° 54' 18" E for 109.08' to an iron pin; thence turning and running N 28° 31'48" E for 273.90' to an iron pin; thence N 03° 50' 11" W for 555.37' to an iron pin; thence turning and running N 80°05'44" E for a distance of 240.10' to a point; thence turning and running N 09°53'00" W for a distance of 234.00' to a point; thence turning and running S 80°07'19" W for a distance of 215.30' to a point; thence N 03° 50' 11" W for 312.87' to an iron pin; thence N 32° 05' 43" E for 453.96' to an iron pin; thence turning and running N 47° 43' 08" W for 300.17 feet to an iron pin; thence S 83°52'37" E, a distance of 108.10'; thence S 52°27'47" E, a distance of 192.73'; thence S 17°57'35" E, a distance of 131.77'; thence S 21°30'47" E, a distance of 50.58'; thence S 36°44'39" W, a distance of 53.54'; thence S 8°02'34" W, a distance of 95.13'; thence S 29°48'40" E, a distance of 116.68'; thence S 11°31'03" W, a distance of 74.93'; thence S 4°40'09" E, a distance of 133.45'; thence S 64°10'46" E, a distance of 186.89'; thence S 83°09'43" E, a distance of 140.96'; thence S 58°19'35" E, a distance of 92.34'; thence S 75°25'10" E, a distance of 83.29'; thence S 35°07'59" E, a distance of 76.39'; thence S 18°22'40" E, a distance of 135.15'; thence S 16°47'38" E, a distance of 97.66'; thence S 42°38'10" E, a distance of 68.06'; thence N 86°24'56" W, a distance of 200.92'; thence S 83°19'44" W, a distance of 187.14'; thence S 7°20'55" E, a distance of 113.86'; thence S 66°11'43" W, a distance of 56.94'; thence S 4°15'57" E, a distance of 88.11'; thence S 69°37'34" W, a distance of 105.88'; thence S 32°36'24" W, a distance of 79.16'; thence S 10°51'11" E, a distance of 391.63'; thence S 31°48'47" E, a distance of 538.76'; thence N 55°03'33" E, a distance of 183.21'; thence N 41°05'38" E, a distance of 338.60'; thence S 48°52'10" E, a distance of 158.46'; thence S 18°12'51" E for a distance of 235.07'; thence S 41° 07'12" W, a distance of 103.97'; thence S 56°25'26" W, a distance of 53.54'; thence S 46°36'09" W, a distance of 158.23'; thence S 17°10'37" W, a distance of 182.37'; thence S 13°15'53" W, a distance of 91.21'; thence S 1°19'11" E, a distance of 51.00'; thence S 24°32'35" W, a distance of 94.96'; thence S 8°26'55" W, a distance of 116.02'; thence S 4°28'35" E, a distance of 114.32'; thence S 19°26'34" E, a distance of 129.36'; thence S 9°51'04" E, a distance of 158.09'; thence N 71°53'32" W, a distance of 61.71'; thence S 61°16'26" W, a distance of 59.72'; thence S 57°29'54" W, a distance of 22.67'; thence S 15°48'24" W, a distance of 90.71'; thence S 18° 17'27" E, a distance of 53.50'; thence S 41°52'07" E, a distance of 82.25'; thence S 42°00'17" E, a distance of 110.68'; thence S 38°15'26" E, a distance of 165.71'; thence S 35°17'21" E, a distance of 130.13'; thence N 87°01'24" E, a distance of 88.60'; thence N 77°27'24" E, a distance of 96.62'; thence N 67°32'10" E, a distance of 128.48'; thence S 78°18'56" E, a distance of 115.57'; thence N 14°35'42" E, a distance of 225.81'; thence N 0°07'43" W, a distance of 180.16'; thence N 24°51'59" E, a distance of 202.76'; thence N 7°52'04" E, a distance of 128.19'; thence N 27°36'42" E, a distance of 51.46'; thence N 12°28'48" E, a distance of 135.34'; thence N 0°07'45" W, a distance of 164.91'; thence N 25°59'30" E, a distance of 84.86'; thence N 3°24'06" E, a distance of 54.85'; thence N 46°09'31" E, a distance of 77.60'; thence N 9°07'57" W, a distance of 196.26'; thence N 74°03'44" E, a distance of 139.81'; thence S 48°28'59" E, a distance of 114.82'; thence S 42°12'13" E, a distance of 125.18'; thence S 52°02'05" E, a distance of 81.74'; thence S 36°10'07" E, a distance of 154.91'; thence S 60°23'06" E, a distance of

98.49'; thence S 31°53'29" E, a distance of 201.29'; thence S 79°32'20" E, a distance of 104.16' to the point of curvature of a curve, concave to the northeast, having a radius of 231.68' a central angle of 46°58'07", and a chord of 184.65' bearing S 33°54'38" E; thence southerly along said curve, a distance of 189.92'; thence S 06°44'05" W for a distance of 151.93' to a point; thence S 44°32'57" W for a distance of 168.49' to a point; thence S 62°40'22" E for a distance of 188.92' to a point; thence turning and running S 18°14'47" W for a distance of 177.80' to a point; thence turning and running S 25°01'41" E for a distance of 109.07' to a point; thence S 11°37'45" E for a distance of 194.17' to a point which is the point of beginning.

Said described Parcel A containing **108.39 ACRES**, more or less (which includes Option Parcel One containing 3.0 acres).

Parcel B:

Commencing at a point labeled "POB" being the POINT OF BEGINNING; thence S 47°00'03" W, a distance of 66.62'; thence N 53°06'10" W, a distance of 118.87'; thence N 33°23'06" W, a distance of 129.80'; thence N 46°58'50" W, a distance of 75.21'; thence N 49°38'24" W, a distance of 77.92'; thence N 67°56'02" W, a distance of 59.78'; thence S 88°06'38" W, a distance of 73.37'; thence S 87°12'43" W, a distance of 179.56'; thence N 14°37'39" W, a distance of 120.27'; thence N 52°15'06" E, a distance of 189.73' to the point of curvature of a curve, concave to the north, having a radius of 56.46' a central angle of 98°49'29", and a chord of 85.76' bearing N 70°57'29" E; thence southeasterly along said curve, a distance of 97.39' to the point of curvature of a compound curve, concave to the southeast, having a radius of 70.07' a central angle of 51°32'19", and a chord of 60.92' bearing N 55°49'54" E; thence northeasterly along said curve, a distance of 63.03'; thence N 81°23'30" E, a distance of 116.06' to the point of curvature of a curve, concave to the south, having a radius of 307.39' a central angle of 21°40'15", and a chord of 115.57' bearing S 73°43'28" E; thence easterly along said curve, a distance of 116.26' to the point of curvature of a compound curve, concave to the southwest, having a radius of 243.39' a central angle of 47°29'44", and a chord of 196.03' bearing S 39°08'28" E; thence southeasterly along said curve, a distance of 201.76' to the point of curvature of a compound curve, concave to the west, having a radius of 735.72' a central angle of 6°55'58", and a chord of 88.97' bearing S 8°19'52" E; thence southerly along said curve, a distance of 89.02'; thence S 4°49'13" E, a distance of 288.05' to the POINT OF BEGINNING; said described tract containing **4.76 ACRES**, more or less.

Parcel C:

Commencing at a point labeled "POB" said point being the POINT OF BEGINNING; and running N 16°19'42" W for a distance of 240.47' to a point; thence turning and running S 77°23'11" W for a distance of 41.19' to a point; thence N 28°38'04" W, a distance of 438.74' to the point of curvature of a curve, concave to the southwest, having a radius of 236.96' a central angle of 55°21'55", and a chord of 220.17' bearing N 57°27'26" W; thence northwesterly along said curve, a distance of 228.98'; thence N 83°22'02" W, a distance of 203.44' to the point of curvature of a curve, concave to the northeast, having a radius of 181.68' a central angle of 73°01'41", and a chord of 216.21' bearing N 47°10'35" W; thence westerly along said curve, a distance of 231.57'; thence N 08°35'58" W, a distance of 127.02'; thence N 38°27'53" E, a distance of 31.29'; thence N 14°56'26" W, a distance of 99.77'; thence N 27°19'56" W, a distance of 227.54'; thence N 7°34'58" E, a distance of 69.01'; thence N 54°29'59" E, a distance of 73.62'; thence S 51°02'45" E, a distance of 34.76'; thence S 29°40'12" E, a distance of 116.38'; thence S 31°43'59" E, a distance of 122.31'; thence S 38°54'22" E, a distance of 68.20'; thence S 70°12'00" E, a distance of 86.29'; thence S 43°20'55" E, a distance of 159.07'; thence S 33°29'31" E, a distance of 189.72'; thence S 48°28'39" E, a distance of 148.54'; thence S 45°46'52" E, a distance of 63.29'; thence S 53°56'08" E, a distance of 170.60'; thence S 55°32'03" E, a distance of 77.12'; thence S 33°56'28" E, a

EXHIBIT A (continued)

distance of 79.41'; thence S 41°41'51" E, a distance of 99.58'; thence S 34°19'24" E, a distance of 144.79'; thence S 86°01'49" W, a distance of 200.00' to a point which is the point of beginning; MINUS 4.0 Acres, known as Option Parcel Two, included within said Parcel C, which leaves a total acreage of for Parcel C of 2.97 ACRES.

Parcel D:

Commencing at a point labeled "POB" said point being the POINT OF BEGINNING; thence N 68°50'14" E, a distance of 87.48'; thence S 33°08'13" E, a distance of 90.53'; thence S 68°11'20" E, a distance of 70.08'; thence S 79°14'11" E, a distance of 67.80'; thence N 64°54'54" E, a distance of 42.69'; thence N 19°29'43" E, a distance of 88.00'; thence N 37°20'09" W, a distance of 99.07'; thence N 37°32'49" W, a distance of 95.67'; thence N 18°26'52" W, a distance of 156.75'; thence N 10°52'24" E, a distance of 55.45'; thence N 24°51'50" W, a distance of 225.83'; thence N 76°20'19" W, a distance of 47.48'; thence S 69°42'09" W, a distance of 125.36'; thence S 30°56'46" W, a distance of 94.17'; thence N 42°23'50" W, a distance of 54.59'; thence N 1°33'19" E, a distance of 106.17'; thence N 21°15'24" E, a distance of 118.43'; thence N 8°21'52" E, a distance of 101.51'; thence N 87°35'26" E, a distance of 85.81'; thence N 34°01'21" E, a distance of 104.58'; thence N 63°30'01" E, a distance of 86.93'; thence S 17°15'03" E, a distance of 132.54'; thence S 63°33'33" E, a distance of 47.54'; thence S 35°51'59" E, a distance of 58.61'; thence S 10°46'57" W, a distance of 72.02'; thence N 74°47'04" W, a distance of 79.07'; thence S 46°24'38" W, a distance of 41.31'; thence S 20°18'07" E, a distance of 130.24'; thence S 40°24'20" E, a distance of 110.94'; thence S 62°43'22" E, a distance of 56.07'; thence S 57°53'05" E, a distance of 113.10'; thence S 21°17'56" E, a distance of 57.57'; thence S 57°32'24" E, a distance of 116.82'; thence S 24°58'05" E, a distance of 146.15'; thence S 42°38'31" E, a distance of 210.17'; thence S 3°26'34" E, a distance of 82.43'; thence S 29°48'15" E, a distance of 53.98'; thence S 61°25'09" E, a distance of 60.82'; thence S 20°25'12" W, a distance of 46.50'; thence S 78°27'07" W, a distance of 59.51'; thence N 72°46'48" W, a distance of 67.31'; thence N 56°40'33" W, a distance of 86.33'; thence S 89°00'08" W, a distance of 147.81'; thence N 44°32'26" W, a distance of 88.20'; thence S 66°10'16" W, a distance of 47.40'; thence S 88°49'39" W, a distance of 51.48'; thence N 58°38'17" W, a distance of 62.00'; thence N 85°49'09" W, a distance of 52.74'; thence N 59°17'11" W, a distance of 81.73'; thence N 79°16'02" W, a distance of 79.73'; thence N 19°35'56" W, a distance of 30.85' to the POINT OF BEGINNING; said described tract containing 7.25 ACRES, more or less.

Parcel E:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 24°35'40" W, a distance of 97.01'; thence N 32°45'53" W, a distance of 77.55'; thence N 62°54'08" W, a distance of 85.82'; thence N 38°59'51" W, a distance of 88.76'; thence N 57°07'33" W, a distance of 90.01'; thence N 50°19'17" W, a distance of 127.07'; thence N 28°54'58" W, a distance of 95.92'; thence N 30°08'42" W, a distance of 122.40'; thence N 49°13'34" W, a distance of 119.38'; thence N 40°33'02" W, a distance of 78.61'; thence N 7°59'17" W, a distance of 108.70'; thence N 15°28'58" E, a distance of 104.62'; thence N 17°57'27" E, a distance of 59.25'; thence N 89°43'14" E, a distance of 126.50'; thence S 32°08'21" E, a distance of 96.41'; thence S 2°14'14" W, a distance of 48.82'; thence S 31°18'49" E, a distance of 177.09'; thence S 3°46'39" W, a distance of 65.40'; thence S 32°41'50" E, a distance of 66.60'; thence S 12°12'02" E, a distance of 159.73'; thence S 42°37'13" E, a distance of 63.48'; thence S 56°27'34" E, a distance of 194.06'; thence S 37°42'29" E, a distance of 161.18'; thence S 33°29'29" E, a distance of 139.73'; thence S 65°40'35" W, a distance of 63.85'; thence S 88°50'23" W, a distance of 49.33' to the POINT OF BEGINNING; said described tract containing 3.96 ACRES, more or less.

EXHIBIT A (continued)**Parcel F:**

Commencing at a point labeled Point of Beginning labeled "POB" and running N 44°47'20" W, a distance of 283.27'; thence N 25°34'34" E, a distance of 117.63'; thence N 49°46'21" E, a distance of 60.63'; thence S 78°47'44" E, a distance of 57.00'; thence N 54°47'43" E, a distance of 66.64'; thence N 21°38'08" E, a distance of 119.44'; thence N 18°40'44" W, a distance of 61.94'; thence N 48°51'40" W, a distance of 199.43'; thence N 38°15'27" W, a distance of 231.28'; thence N 47°30'02" W, a distance of 84.11'; thence N 29°35'02" W, a distance of 101.94'; thence N 35°27'01" W, a distance of 51.39'; thence N 27°51'41" W, a distance of 139.74'; thence N 27°39'02" W, a distance of 316.45'; thence N 44°34'41" E, a distance of 27.58'; thence S 63°20'53" E, a distance of 105.59'; thence N 65°22'17" E, a distance of 140.73'; thence N 4°56'23" E, a distance of 61.89'; thence N 24°34'27" W, a distance of 92.43'; thence N 29°04'12" W, a distance of 116.49'; thence N 4°12'01" E, a distance of 65.67'; thence N 23°52'32" W, a distance of 259.51'; thence N 31°46'51" W, a distance of 181.77'; thence N 35°28'18" W, a distance of 135.68'; thence N 21°36'13" W, a distance of 195.84'; thence N 37°58'34" W, a distance of 159.08'; thence N 48°33'16" W, a distance of 105.55'; thence N 24°45'33" W, a distance of 105.58'; thence N 1°45'11" W, a distance of 52.23'; thence N 38°31'02" W, a distance of 62.35'; thence S 43°30'34" W, a distance of 74.62'; thence N 72°02'09" W, a distance of 161.39'; thence N 0°34'23" E, a distance of 154.20'; thence N 15°40'13" W, a distance of 146.43'; thence N 12°02'13" W, a distance of 235.50'; thence N 5°41'07" W, a distance of 75.46'; thence N 32°26'24" W, a distance of 51.76'; thence S 76°51'06" W, a distance of 88.83'; thence S 65°13'26" W, a distance of 109.31'; thence N 6°43'50" E, a distance of 88.57'; thence N 35°01'53" W, a distance of 79.06'; thence N 50°30'31" W, a distance of 79.27'; thence N 27°02'00" W, a distance of 294.40'; thence N 1°57'15" E, a distance of 118.84'; thence N 4°52'28" W, a distance of 118.83'; thence N 16°06'35" W, a distance of 141.06'; thence N 8°13'45" W, a distance of 116.19'; thence N 12°30'04" W, a distance of 183.17'; thence N 5°40'57" E, a distance of 125.78', to a R/W Monument; thence S 27° 29' 01" E for 799.97' to a concrete monument; thence S 27° 21'40" E for 693.91' to a concrete monument; thence S 06° 54'23" E for 215.73' to a concrete monument; thence S 27° 28' 08" E for 199.86' to a concrete monument; thence S 43° 20' 06" E for 311.29' to a concrete monument; thence S 27° 30' 56" E for 747.53' to a concrete monument; thence S 27° 55'30" E for 350.68' to a concrete monument; thence S 27° 21' 09" E for 539.20' to a concrete monument; thence S 27° 22' 20" E for 616.98' to a concrete monument; thence S 24° 52' 39" E for 515.31' to a concrete monument; thence S 15° 30'48" E for 266.87' to an iron pin; thence turning and leaving said right-of-way and running along lands now or formerly of U.C. Properties, LLC S 86° 01' 53" W for 445.81' to an iron pin which is the point of beginning. Said tract being 24.47 ACRES, more or less.

Parcel G:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 28°08'26" W, a distance of 144.59'; thence N 16°40'50" W, a distance of 112.56'; thence N 4°18'49" E, a distance of 96.42'; thence N 9°11'28" W, a distance of 189.18'; thence N 50°40'51" W, a distance of 188.11'; thence N 25°07'31" W, a distance of 91.49'; thence N 63°38'31" E, a distance of 193.94'; thence N 62°40'41" E, a distance of 117.14'; thence N 51°28'46" E, a distance of 109.97'; thence S 60°44'31" E, a distance of 105.15'; thence S 74°07'49" E, a distance of 89.52'; thence S 71°13'13" E, a distance of 183.70'; thence S 48°39'05" W, a distance of 128.72'; thence S 47°01'36" W, a distance of 121.94'; thence S 39°17'02" W, a distance of 64.97'; thence S 60°02'12" W, a distance of 78.56'; thence S 29°19'58" W, a distance of 79.26'; thence S 10°42'57" W, a distance of 267.91'; thence S 25°01'45" E, a distance of 72.34'; thence S 21°37'23" W, a distance of 148.49' to the POINT OF BEGINNING; said described tract containing 5.42 ACRES, more or less.

EXHIBIT A (continued)**Parcel H:**

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 32°20'30" E, a distance of 81.87'; thence N 20°25'10" E, a distance of 139.77'; thence N 33°36'57" E, a distance of 164.00'; thence N 19°32'51" E, a distance of 62.31'; thence N 0°58'03" W, a distance of 90.79'; thence N 24°29'39" E, a distance of 108.55'; thence N 2°02'32" W, a distance of 279.80'; thence N 16°13'42" E, a distance of 86.74'; thence N 5°22'18" W, a distance of 139.25'; thence N 46°09'03" W, a distance of 85.67'; thence S 42°27'44" W, a distance of 124.81'; thence S 40°59'14" W, a distance of 106.97'; thence N 2°00'12" W, a distance of 81.38'; thence N 17°33'41" E, a distance of 145.72'; thence N 45°33'54" E, a distance of 137.81'; thence N 38°18'45" E, a distance of 94.93'; thence N 28°13'17" E, a distance of 177.05'; thence S 19°23'44" E, a distance of 114.33'; thence S 4°26'44" E, a distance of 204.84'; thence S 2°29'25" W, a distance of 179.90'; thence S 17°41'52" E, a distance of 231.55'; thence S 1°48'36" W, a distance of 143.13'; thence S 20°42'59" W, a distance of 107.10'; thence S 18°46'46" E, a distance of 145.57'; thence S 9°21'29" E, a distance of 101.17'; thence S 52°53'20" E, a distance of 147.89'; thence S 37°24'39" E, a distance of 92.22'; thence S 59°35'19" E, a distance of 164.44'; thence S 74°42'05" E, a distance of 96.19'; thence N 84°07'45" E, a distance of 159.29'; thence S 4°49'36" E, a distance of 50.81'; thence S 67°55'38" W, a distance of 115.11'; thence S 45°09'47" W, a distance of 101.35'; thence N 84°13'30" W, a distance of 82.19'; thence N 14°52'39" W, a distance of 100.02'; thence N 39°47'45" W, a distance of 87.84'; thence S 69°49'07" W, a distance of 121.82'; thence N 86°40'11" W, a distance of 146.37'; thence S 73°03'09" W, a distance of 133.39'; thence S 77°59'19" W, a distance of 122.83'; thence S 89°51'45" W, a distance of 102.50'; thence N 74°59'33" W, a distance of 73.01' to the POINT OF BEGINNING; said described tract containing 9.43 ACRES, more or less.

Parcel J:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 19°11'47" W, a distance of 73.00'; thence N 25°36'30" W, a distance of 160.86'; thence N 26°39'18" W, a distance of 103.92'; thence N 0°09'41" W, a distance of 132.65'; thence N 12°52'59" W, a distance of 112.37'; thence N 41°13'55" W, a distance of 123.72'; thence N 19°38'02" W, a distance of 104.35'; thence N 29°50'27" W, a distance of 99.61'; thence N 62°40'36" W, a distance of 106.79'; thence N 73°47'35" W, a distance of 103.09'; thence N 56°32'35" W, a distance of 36.26'; thence N 68°56'28" W, a distance of 94.08'; thence N 87°25'03" W, a distance of 251.21'; thence N 7°41'01" E, a distance of 108.05'; thence N 1°56'17" E, a distance of 87.70'; thence N 15°56'03" E, a distance of 143.78'; thence S 89°07'57" E, a distance of 85.89'; thence S 81°10'57" E, a distance of 37.81'; thence S 25°54'57" E, a distance of 162.48'; thence S 16°58'27" E, a distance of 125.66'; thence N 71°06'57" E, a distance of 84.63'; thence N 66°00'51" E, a distance of 118.43'; thence S 50°21'13" E, a distance of 68.02'; thence S 24°58'19" E, a distance of 93.88'; thence S 41°45'16" E, a distance of 98.35'; thence S 11°29'29" E, a distance of 103.30'; thence S 38°13'10" E, a distance of 160.28'; thence S 19°17'12" E, a distance of 106.31'; thence S 24°33'02" E, a distance of 167.03'; thence S 17°57'35" E, a distance of 221.52'; thence S 9°24'45" W, a distance of 54.91'; thence S 17°16'28" E, a distance of 116.89'; thence S 19°16'05" W, a distance of 55.74'; thence N 81°45'15" W, a distance of 39.28' to the POINT OF BEGINNING; said described tract containing 4.95 ACRES, more or less.

Parcel K:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 11°20'35" W, a distance of 147.74'; thence N 15°51'02" W, a distance of 218.88'; thence N 24°25'29" W, a distance of 120.27'; thence N 28°35'29" W, a distance of 157.85'; thence N 39°13'02" W, a distance of 81.37'; thence N 17°21'54" W, a distance of 119.36'; thence N 20°47'58" W, a distance of 175.14'; thence N 36°56'11" W, a distance of 96.32'; thence N 0°30'15" W, a distance of 68.19'; thence N 43°44'18" W, a distance of 98.91'; thence S 84°12'31" E, a distance of 181.63'; thence S 60°21'46" E, a distance of 100.00'; thence N 83°56'20" E, a distance of 57.55'; thence N 26°44'21" E, a distance of 56.94'; thence N 5°34'26" W, a distance of 154.90'; thence N 7°56'24" E, a distance of 269.44'; thence N 10°14'37" E, a

EXHIBIT A (continued)

distance of 278.02'; thence N 68°08'14" E, a distance of 129.97'; thence N 36°50'13" E, a distance of 120.97'; thence S 49°55'56" E, a distance of 139.43'; thence N 77°09'38" E, a distance of 95.38'; thence N 44°24'12" E, a distance of 99.25'; thence N 49°30'55" W, a distance of 131.77'; thence N 28°59'02" W, a distance of 95.29'; thence N 11°14'56" W, a distance of 174.11'; thence N 25°47'55" E, a distance of 189.44'; thence N 25°21'39" E, a distance of 111.37'; thence S 46°07'40" E, a distance of 53.18'; thence S 9°21'54" E, a distance of 116.84'; thence S 2°39'06" W, a distance of 141.58'; thence S 13°26'28" E, a distance of 257.54'; thence S 0°02'18" E, a distance of 209.13'; thence S 45°33'35" W, a distance of 167.79'; thence S 48°18'37" W, a distance of 88.02'; thence S 6°13'15" E, a distance of 50.15'; thence S 13°59'43" W, a distance of 91.71'; thence S 2°53'01" E, a distance of 116.02'; thence S 24°13'07" W, a distance of 155.86'; thence S 54°55'47" E, a distance of 160.08'; thence N 86°28'35" E, a distance of 130.56'; thence N 51°34'29" E, a distance of 85.01'; thence S 62°05'43" E, a distance of 32.06'; thence S 22°34'34" W, a distance of 240.19'; thence S 18°29'00" W, a distance of 211.50'; thence S 31°20'48" W, a distance of 159.05'; thence S 7°53'16" W, a distance of 99.17'; thence S 32°03'36" W, a distance of 153.68'; thence S 3°38'50" W, a distance of 182.12'; thence S 23°18'37" E, a distance of 113.52'; thence S 42°56'20" E, a distance of 107.56'; thence N 66°22'17" W, a distance of 121.13'; thence S 66°56'04" W, a distance of 117.00'; thence S 50°59'55" W, a distance of 130.50' to the POINT OF BEGINNING; said described tract containing **22.92 ACRES**, more or less.

Parcel L:

Commencing at point labeled "POB", said point being the POINT OF BEGINNING; thence S 85°20'46" W, a distance of 108.72'; thence N 86°14'25" W, a distance of 124.24'; thence N 45°41'38" W, a distance of 106.23'; thence N 83°22'47" W, a distance of 112.38'; thence N 41°30'23" W, a distance of 140.37'; thence N 2°56'44" W, a distance of 100.38'; thence N 17°37'23" W, a distance of 99.85'; thence N 9°31'27" W, a distance of 258.37'; thence N 19°22'30" W, a distance of 170.27'; thence N 21°09'05" E, a distance of 172.93'; thence N 39°04'15" E, a distance of 150.29'; thence N 52°09'36" E, a distance of 147.24'; thence N 27°12'10" E, a distance of 143.35'; thence N 45°21'34" E, a distance of 177.41'; thence N 42° 12' 36" E, a distance of 46.73'; thence N 34°32'15" E, a distance of 62.75'; thence N 24°11'24" W, a distance of 95.47'; thence N 56°50'08" W, a distance of 101.96'; thence N 58°29'06" W, a distance of 61.62'; thence N 49°06'01" E, a distance of 176.97'; thence N 79°16'43" E, a distance of 98.50'; thence N 84°39'25" E, a distance of 70.98'; thence S 67°39'17" E, a distance of 217.10'; thence S 14°37'35" W, a distance of 168.46'; thence S 14°29'27" W, a distance of 93.07'; thence S 26°07'29" W, a distance of 71.20'; thence N 71°33'37" W, a distance of 169.83'; thence S 69°18'56" W, a distance of 93.06'; thence S 24°04'25" W, a distance of 155.20'; thence S 31°53'55" W, a distance of 181.17'; thence S 41° 04' 04" W, a distance of 135.24'; thence S 17°58'17" W, a distance of 211.39'; thence S 10°51'06" W, a distance of 151.15'; thence S 36°55'55" E, a distance of 117.26'; thence S 40°30'49" E, a distance of 160.42'; thence S 43°49'32" E, a distance of 121.65'; thence S 35°26'05" E, a distance of 179.93'; thence S 33°52'43" E, a distance of 91.90'; thence S 31° 13' 55" E, a distance of 121.87'; thence S 0° 11'09" W, a distance of 68.74' to the POINT OF BEGINNING; said described tract containing **10.01 ACRES**, more or less.

Parcel M:

Commencing at a point labeled Point of Beginning and heading along property now or formerly of George and Anna Pocisk and running S 67° 08' 53" W for 247.60' to an iron pin; thence turning and running N 52° 40' 12" W for 434.76 feet to an iron pin; thence turning and running N 04° 30'01" W for 1523.67' to an iron pin; thence running N 55° 17' 38" E for 284.72' to an iron pin; thence N 47° 34' 13" E for 778.99' to an iron pin; thence N 57° 21' 36" E for 695.65' to an iron pin; thence turning and running S 72° 48' 04" E for 473.09' to a concrete monument; thence turning and running along the western right-of-way of Interstate 77 S 27° 23'29" E for 251.00' to a concrete monument; thence S 27° 23'33" E for 315.09' to a point; thence S 62°36'27" W, a distance of 23.87'; thence N 44°18'40" W, a distance of 104.10'; thence N 31° 19' 39" W, a distance of 133.42'; thence N 44°47'03" W, a distance of 141.05'; thence N 52°43'38" W, a distance of 90.77'; thence N 83° 16' 56" W, a distance of 83.98'; thence N 35° 13' 06" W, a distance of 50.96'; thence N 75°16'03" W, a distance of 105.88'; thence N 68° 13' 39" W, a distance of 86.20'; thence S 47°54'18" W, a distance of 186.47'; thence S 78°17'57" W, a distance of 74.31'; thence S 73°22'44" W,

EXHIBIT A (continued)

a distance of 82.83'; thence S 64°49'31" W, a distance of 88.27'; thence S3°44'31" E, a distance of 102.01'; thence S 47°29'40" E, a distance of 62.51'; thence S 78°29'20" W, a distance of 55.76'; thence N 38°38'19" W, a distance of 62.94'; thence N 78°57'06" W, a distance of 105.31'; thence S 58°44'03" W, a distance of 142.28'; thence S 43°24'09" W, a distance of 180.14'; thence S 26°17'28" W, a distance of 107.68'; thence S39°22'42" W, a distance of 212.24'; thence S 45°17'43" W, a distance of 117.69'; thence S18°33'13" W, a distance of 147.88'; thence S 40°23'50" E, a distance of 83.99'; thence S 82°32'30" E, a distance of 28.13'; thence N 57°44'23" E, a distance of 58.54'; thence S 33°28'35" W, a distance of 154.43'; thence S 51°48'11" W, a distance of 141.61'; thence S33°10'10" W, a distance of 268.57'; thence S 3°30'48" E, a distance of 261.19'; thence S 51°28'16" E, a distance of 134.08'; thence S 9°34'36" E, a distance of 95.05'; thence S 25°57'53" E, a distance of 130.04'; thence S 18°04'26" E, a distance of 123.60'; thence S 51°39'22" E, a distance of 71.53'; thence S 9°37'11" E, a distance of 77.58'; thence S 33°25'40" E, a distance of 66.43'; thence S 15°34'32" E, a distance of 67.10'; thence S 20°11'35" E, a distance of 105.20'; thence S 52°19'15" E, a distance of 138.91' to a point which is the point of beginning. Said tract being **22.41 ACRES**, more or less.

Parcel N:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 9°10'21" W, a distance of 62.62'; thence N 34°36'04" W, a distance of 46.86'; thence N 5°32'00" W, a distance of 142.14'; thence N 21°31'20" E, a distance of 104.36'; thence S 74°08'10" E, a distance of 36.65'; thence S 3°31'29" E, a distance of 79.69'; thence S 26°50'18" E, a distance of 78.82'; thence S 9°19'28" W, a distance of 116.43'; thence S 2°25'48" E, a distance of 60.27'; thence S 85°13'24" W, a distance of 47.58' to the POINT OF BEGINNING; said described tract containing **0.57 Acres**, more or less.

Parcel P:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 60°10'29" W, a distance of 119.01'; thence N 13°37'23" W, a distance of 96.53'; thence N 34°20'19" W, a distance of 125.63'; thence N 41°48'59" E, a distance of 133.68'; thence N 54°33'31" E, a distance of 114.42'; thence S 3°49'03" W, a distance of 109.52'; thence S 24°09'04" E, a distance of 74.50'; thence S 3°55'48" W, a distance of 81.35'; thence S 29°58'12" E, a distance of 88.34'; thence S 28°17'39" W, a distance of 99.69' to the POINT OF BEGINNING; said described tract containing **1.19 ACRES**, more or less.

Parcel Q:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 15°15'12" W, a distance of 56.92'; thence S 80°20'51" E, a distance of 95.42'; thence N 73°57'28" E, a distance of 70.44'; thence N 31°44'25" E, a distance of 85.88'; thence S 48°28'52" E, a distance of 77.48'; thence S 36°14'38" E, a distance of 68.85'; thence S 25°23'20" E, a distance of 97.18'; thence S 89°04'04" W, a distance of 74.03'; thence N 74°34'01" W, a distance of 52.64'; thence N 89°22'40" W, a distance of 44.29'; thence N 62°05'55" W, a distance of 99.07'; thence N 87°15'46" W, a distance of 75.84' to the POINT OF BEGINNING; said described tract containing **0.72 ACRES**, more or less.

Parcel R:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence S79°46'16" W, a distance of 70.08'; thence N 60°04'42" W, a distance of 139.74'; thence N48°57'45" W, a distance of 63.76'; thence N 87°27'33" W, a distance of 49.86'; thence S61°04'52" W, a distance of 28.43'; thence S 4°33'21" W, a distance of 40.47'; thence S 22°03'05" E, a distance of 63.75'; thence S 71°34'02" W, a distance of 86.50'; thence N 27°41'26" W, a distance of 50.85'; thence N 31°19'27" E, a distance of 56.19'; thence N 25°40'01" E, a distance of 219.57'; thence N 36°25'22" E, a distance of 185.76'; thence S 5°18'03" E, a distance of 87.48';

EXHIBIT A (continued)

thence S 7°23'20" W, a distance of 135.82'; thence S 19°58'07" E, a distance of 116.72'; thence S 62°17'36" E, a distance of 149.94' to the POINT OF BEGINNING; said described tract containing 1.12 ACRES, more or less.

Amenities Parcel:

Beginning at an iron pin, labeled "POB", said point being the POINT OF BEGINNING, thence running S 77° 22' 05" W for 305.36 feet to an iron pin; thence S 77° 21' 58" W for 128.66 feet to a point; thence turning and running N 11° 37' 45" W for 194.17 feet to a point; thence N 25° 01' 41" W for 109.07 feet to a point; thence N 18° 14' 47" E for 177.80 feet to a point; thence running N 62° 40' 22" W for 188.92 feet to a point; thence turning and running N 44° 32' 57" E for 168.49 feet to a point; thence N 06° 44' 05" E for 151.93 feet to a point; thence running along a curve bearing S 70° 31' 27" E with a radius of 231.68 feet and a length of 106.18 feet to a point; thence turning and running S 83° 22' 02" E for 204.13 feet to a point; thence running along a curve bearing S 57° 38' 25" E with a radius of 186.96 feet and a length of 180.92 feet to a point; thence S 28° 38' 04" E for 437.30 feet to a point; thence running along a curve bearing S 9° 56' 26" E with a radius of 460.33 feet and a length of 265.98 feet to a point; thence S 07° 52' 33" W for 286.46 feet to a point; thence turning and running N 87° 47' 54" W for 178.22 feet to a point; thence turning and running N 00° 17' 33" W for 62.00 feet; thence N 00° 10' 53" W for 288.02 feet back to the point of beginning. Said tract being 11.2 ACRES, more or less.

Said aforementioned Parcels and Amenities Parcel of Tract 3 total 238.74 ACRES, more or less, according to the above-referenced plats.

This being the same property conveyed to Ginn-LA University Club Ltd., LLLP by deed from The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in Record Book 898 at page 1946; Quit Claim deed of The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in Record Book 898 at page 1973; and deed of The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in Record Book 898 at page 1966; and all property previously conveyed by the University Club Land Co., LLC in The Neighborhood and Phase IIA High Pointe Subdivisions by various deeds and as referenced by TMS Number below.

TMS No(s): 15200-01-33, 15200-01-34, 15200-01-35, 15200-01-36, 15200-01-37, 15200-01-38, 15200-01-39, 15200-01-40, 15200-01-42, 15200-01-43, 15200-01-44, 15200-01-45, 15200-01-47, 15200-01-48, 15200-01-49, 15200-01-50, 15300-05-01, 15200-01-55, 15201-01-01, 15201-01-02, 15201-01-03, 15201-01-04, 15201-01-05, 15201-01-06, 15201-02-01, 15201-02-02, 15201-02-03, 15201-02-04, 15201-02-05, 15201-02-06, 15201-02-07, 15201-02-08, 15201-02-09, 15201-02-10, 15201-02-11, 15201-02-12, 15201-03-01, 15201-03-02, 15201-03-03, 15201-03-04, 15201-03-05, 15201-03-06, 15201-04-01, 15201-04-02, 15201-04-03, 15201-04-04, 15201-04-05, 15201-04-06, 15201-04-07, 15201-04-08, 15201-04-09, 15201-04-10, 15201-04-11, 15201-05-01, 15201-05-02, 15201-05-03, 15201-06-01, 15201-06-02, 15201-06-03, 15201-06-04, 15201-06-05, 15201-06-06, 15201-06-07, 15201-06-08, 15201-06-09, 15201-06-10, 15201-06-11, 15201-06-12, 15201-02-13, 15201-06-14, 15201-06-15, 15201-06-16, 15201-06-17, 15201-07-01, 15201-07-02, 15201-07-03, 15201-07-04, 15201-07-05, 15201-07-06, 15201-07-07, 15201-07-09, 15201-07-10, 15201-07-11, 15201-07-12, 15201-07-13, 15201-08-01, 15201-08-02, 15201-08-03, 15201-08-04, 15201-08-05, 15201-08-06, 15201-08-07, 15201-08-09, 15201-08-10, 15201-08-11, 15201-08-12, 15201-08-13, 15201-08-14, 15201-09-01, 15202-01-01, 15202-01-02, 15202-01-03, 15202-01-04, 15202-01-05, 15202-01-06, 15202-01-07, 15202-01-08, 15202-01-09, 15202-01-10, 15202-01-11, 15202-01-12, 15202-01-13, 15202-01-14, 15202-01-15,

EXHIBIT A (continued)

15202-01-16, 15202-01-17, 15202-01-18, 15202-01-19, 15202-01-20, 15202-01-21, 15202-01-22,
15202-01-23, 15202-01-24, 15202-01-25, 15202-01-26, 15202-01-27, 15202-02-01, 15202-02-02,
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15202-08-01, 15202-09-01, 15202-09-02, 15202-09-03, 15202-09-04, 15202-09-05, 15202-09-06,
15202-09-07, 15202-09-08, 15202-09-09, 15202-09-10, 15202-09-11, 15202-09-12, 15202-10-01

TRACT 4: (Swygert Tract)

All that certain piece, parcel or lot of land, together with the improvements thereon, in any, situate, lying and being in the County of Richland, State of South Carolina, being shown and designated as **0.17 ACRES**, more or less, as shown on a plat prepared for Ginn-LA University Club LTD, LLP by WK Dickson, dated December 7, 2004 and recorded December 15, 2004 in Record Book 1006 at page 502. Reference is hereby made to said plat for a more complete and accurate description, be all measurements a little more or less.

This being the same property conveyed to Ginn-LA University Club LTD, LLP by deed from David A. Swygert, Jr., dated December 8, 2004 and recorded December 15, 2004 in the Office of the Register of Deeds for Richland County, SC, in Record Book 1006 at Page 499.

Old TMS No. 15100-01-04 (portion of);

New TMS No. 15100-09-01 (Tax Year 2005)

TRACT 5: (Boney Tract)

All that certain piece, parcel or lot of land, together with the improvements thereon, in any, situate, lying and being in the County of Richland, State of South Carolina, being shown and designated as **4.46 ACRES**, more or less, as shown on a plat prepared for Ginn-LA University Club LTD, LLP by WK Dickson, dated December 22, 2004 and recorded February 7, 2005 in Record Book 1021 at page 2963. Reference is hereby made to said plat for a more complete and accurate description, be all measurements a little more or less.

This being the same property conveyed to Ginn-LA University Club LTD, LLP by deed from Thomas Earl Boney, dated January 31, 2005 and recorded February 7, 2005 in the Office of the Register of Deeds for Richland County, SC, in Record Book 1021 at Page 2960.

TMS No. 15300-01-04

EXHIBIT A (continued)

TRACT 6: (Parcel Two)

All that certain piece, parcel or lot of land, together with the improvements thereon, in any, situate, lying and being in the County of Richland, State of South Carolina, being shown and designated as designated as **PARCEL TWO**, containing **2.00 ACRES**, on a Boundary Survey for Ginn-LA University Club Ltd., LLLP Group by WK Dickson, dated June 14, 2005 and recorded July 13, 2005 in Record Book 1074 at page 937; Reference is hereby made to said latter plat for a more complete and accurate description, be all measurements a little more or less.

This being the same property conveyed to Ginn-LA University Club LTD, LLP by deed from HJW, LLC, dated July 12, 2005 and recorded July 23, 2005 in the Office of the Register of Deeds for Richland County, SC, in Record Book 1074 at Page 939.

TMS No. 15200-01-51

TRACT 7: (Option Parcel Two)

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being near Blythewood Road (S-40-59), in the Town of Blythewood, County of Richland, State of South Carolina, shown and designated as **OPTION PARCEL TWO, 4.00 ACRES**, on a Boundary Survey for Ginn-LA University Club Ltd., LLLP Group by WK Dickson, dated July 1, 2005 and recorded July 13, 2005 in Record Book 1074 at page 938; Reference is hereby made to said latter plat for a more complete and accurate description, be all measurements a little more or less.

This being the same property conveyed to Ginn-LA University Club LTD, LLP by deed from HJW, LLC, dated July 12, 2005 and recorded July 23, 2005 in the Office of the Register of Deeds for Richland County, SC, in Record Book 1074 at Page 939; and by quit-claim deed from HJW, LLC, dated July 12, 2005 and recorded July 23, 2005 in the Office of the Register of Deeds for Richland County, SC, in Record Book 1074 at Page 949

TMS No. 15200-01-46

Maintenance Parcel:

All that certain piece, parcel or lot of land, with any improvements thereon, situate lying and being located on the eastern side of Syrup Mill Road, near the Town of Blythewood, in the County of Richland, in the State of South Carolina, being shown and designated as 1.22 ACRES, more or less, on a survey prepared for Ginn-LA University Club Ltd., LLLP, a Georgia limited liability limited partnership, by Survey & Mapping Services of South Carolina, Inc., dated October 29, 1997, last revised January 21, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in Record Book 898 at Page 1913; having the following metes and bounds, to-wit:

Commencing at a 5/8" iron pin located on the northeastern side of the intersection of the northern right-of-way of Blythewood Road with the eastern right-of-way of Syrup Mill Road; thence turning and running N 09° 08' 22" W for a distance of One Thousand One Hundred Thirty-Seven and eighty-six hundredths (1,137.86') feet to an iron pin; thence turning and running N 06° 52' 03" W for a distance of Three Hundred and fourteen hundredths (300.14') feet to a computed point on the eastern right-of-way of Syrup Mill Road; thence turning and running N 00° 05' 39" W for a distance of Three Hundred Seventy-Six and seventy-six hundredths (376.76') feet to a computed point on the eastern right-of-way of Syrup Mill Road; thence turning and running N 04° 25' 29" E for a distance of Four Hundred Ninety-Four and eighty-three hundredths (494.83') feet to a computed point on the eastern right-of-way of Syrup Mill Road; thence turning and running N 01° 05' 58" W for a distance of Three Hundred One and forty-two hundredths (301.42') feet to a computed point on the eastern right-of-way of Syrup Mill Road; thence turning and running N 10° 08' 09" W for a distance of Three Hundred Seven and twenty-three (307.23') feet to a computed point on the eastern

right-of-way of Syrup Mill Road; thence turning and running N 18° 11' 49" W for a distance of Two Hundred Thirty-Five and seventy-two hundredths (235.72') feet to a 1" iron pin; thence turning and running N 22° 43' 49" W for a distance of One Hundred Seven and forty-two hundredths (107.42') feet to a ¾" iron pin; thence leaving the eastern right-of-way of Syrup Mill Road and turning and running S 33° 54' 18" E for a distance of One Hundred Nine and eight hundredths (109.08') feet to a ¾" iron pin; thence turning and running N 28° 31' 48" E for a distance of Two Hundred Seventy-Three and ninety hundredths (273.90') feet to a ½" pipe disturbed; thence turning and running N 03° 50' 11" W for a distance of Five Hundred Fifty-Five and thirty-seven hundredths (555.37') feet to an iron pin located ± 0.8 miles from the intersection of Syrup Mill Road and Blythewood Road, said iron pin being the Point of Beginning; thence turning and running N 80° 05' 44" E for a distance of Two Hundred Forty and ten/hundredths (240.10') feet to an iron pin; thence turning and running N 09° 53' 00" W for a distance of Two Hundred Thirty-Four and no/hundredths (234.00') feet to an iron pin; thence turning and running S 80° 07' 19" W for a distance of Two Hundred Fifteen and thirty/hundredths (215.30') feet to an iron pin; thence turning and running S 03° 50' 11" E for a distance of Two Hundred Thirty-Five and forty-two/hundredths (235.42') feet to an iron pin, said iron pin being the Point of Beginning.

This being the same property conveyed to GINN-LA UC GOLF, LLC by deed of GINN-LA UNIVERSITY CLUB LTD., LLLP dated October 18, 2005 and recorded October 19, 2005 in Record Book 1111 at page 3721.

TMS No.: 15200-01-41

EXHIBIT A-1**Legal Description for Club Property**

All that certain piece, parcel or tract of land, situate, lying and being near the Town of Blythewood, in the County of Richland, State of South Carolina, and being shown and designated as property of Amelia Capital III, LLC containing 231.47 Acres, more or less, on a on a survey prepared for Ginn-LA University Club Ltd., LLLP, a Georgia limited liability limited partnership, by Survey & Mapping Services of South Carolina, Inc., dated October 29, 1997, last revised January 21, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in Record Book 898 at Page 1913; and having the following metes and bounds, to wit:

Beginning at an iron pin POINT OF BEGINNING (designated as P.O.B. on the plat) approximately 0.6 miles from the intersection of Blythewood Road (SC Hwy 59) and U.S. Hwy 21, and running N 03°55'43" W for a distance of 868.88' to an iron pin; thence turning and running N 16°19'42" W for a distance of 218.34' to an iron pin; thence S 77°23'11" W, a distance of 41.19' to the point of curvature of a curve, concave to the west, having a radius of 510.33' a central angle of 17°41'53", and a chord of 157.01' bearing N 17°45'06" W, thence northerly along said curve, a distance of 157.64'; thence N 28°38'04" W, a distance of 438.74' to the point of curvature of a curve, concave to the southwest, having a radius of 236.96' a central angle of 55°21'55", and a chord of 220.17' bearing N 57°27'26" W; thence northwesterly along said curve, a distance of 228.98'; thence N 83°22'02" W, a distance of 203.44' to the point of curvature of a curve, concave to the northeast, having a radius of 181.68' a central angle of 73°01'41", and a chord of 216.21' bearing N 47°10'35" W; thence westerly along said curve, a distance of 231.57'; thence N 8°35'58" W, a distance of 127.02'; thence N 38°27'53" E, a distance of 31.29'; thence N 14°56'26" W, a distance of 99.77'; thence N 27°19'56" W, a distance of 227.54'; thence N 7°34'58" E, a distance of 69.01'; thence N 54°29'59" E, a distance of 73.62'; thence S 51°02'45" E, a distance of 34.76'; thence S 29°40'12" E, a distance of 116.38'; thence S 31°43'59" E, a distance of 122.31'; thence S 38°54'22" E, a distance of 68.20'; thence S 70°12'00" E, a distance of 86.29'; thence S 43°20'55" E, a distance of 159.07'; thence S 33°29'31" E, a distance of 189.72'; thence S 48°28'39" E, a distance of 148.54'; thence S 45°46'52" E, a distance of 63.29'; thence S 53°56'08" E, a distance of 170.60'; thence S 55°32'03" E, a distance of 77.12'; thence S 33°56'28" E, a distance of 79.41'; thence S 41°41'51" E, a distance of 99.58'; thence S 34°19'24" E, a distance of 144.79'; thence N 86°01'49" E, a distance of 128.50' to a point; thence turning and running N 03°58'08" E, a distance of 125.00' to a point; thence N 44°47'20" W, a distance of 283.27'; thence N 25°34'34" E, a distance of 117.63'; thence N 49°46'21" E, a distance of 60.63'; thence S 78°47'44" E, a distance of 57.00'; thence N 54°47'43" E, a distance of 66.64'; thence N 21°38'08" E, a distance of 119.44'; thence N 18°40'44" W, a distance of 61.94'; thence N 48°51'40" W, a distance of 199.43'; thence N 38°15'27" W, a distance of 231.28'; thence N 47°30'02" W, a distance of 84.11'; thence N 29°35'02" W, a distance of 101.94'; thence N 35°27'01" W, a distance of 51.39'; thence N 27°51'41" W, a distance of 139.74'; thence N 27°39'02" W, a distance of 316.45'; thence N 44°34'41" E, a distance of 27.58'; thence S 63°20'53" E, a distance of 105.59'; thence N 65°22'17" E, a distance of 140.73'; thence N 4°56'23" E, a distance of 61.89'; thence N 24°34'27" W, a distance of 92.43'; thence N 29°04'12" W, a distance of 116.49'; thence N 4°12'01" E, a distance of 65.67'; thence N 23°52'32" W, a distance of 259.51'; thence N 31°46'51" W, a distance of 181.77'; thence N 35°28'18" W, a distance of 135.68'; thence N 21°36'13" W, a distance of 195.84'; thence N 37°58'34" W, a distance of 159.08'; thence N 48°33'16" W, a distance of 105.55'; thence N 24°45'33" W, a distance of 105.58'; thence N 1°45'11" W, a distance of 52.23'; thence N 38°31'02" W, a distance of 62.35'; thence S 43°30'34" W, a distance of 74.62'; thence N 72°02'09" W, a distance of 161.39'; thence N 0°34'23" E, a distance of 154.20'; thence N 15°40'13" W, a distance of 146.43'; thence N 12°02'13" W, a distance of 235.50'; thence N 5°41'07" W, a distance of 75.46'; thence N 32°26'24" W, a distance of 51.76'; thence S 76°51'06" W, a distance of 88.83'; thence S 65°13'26" W, a distance of 109.31'; thence N 6°43'50" E, a distance of 88.57'; thence N 35°01'53" W, a distance of 79.06'; thence N 50°30'31" W, a distance of 79.27'; thence N 27°02'00" W, a distance of 294.40'; thence N 1°57'15" E, a distance of 118.84'; thence N 4°52'28" W, a distance of 118.83'; thence N 16°06'35" W, a distance of 141.06'; thence N 8°13'45" W, a distance of 116.19'; thence N 12°30'04" W, a distance of 183.17'; thence N 5°40'57" E, a distance of 125.78', to a R/W Monument; thence N 24°42'14" W a distance of 199.29' to a R/W Monument; thence N 27°23'33" W a distance of 872.52' to a point; thence S 62°36'27" W, a distance of 23.87'; thence N 44°18'40" W, a distance of 104.10'; thence N 31°19'39" W, a distance of 133.42'; thence N 44°47'03" W, a distance of 141.05'; thence N 52°43'38" W, a distance of 90.77'; thence N 83°16'56" W, a distance

EXHIBIT A-1 (continued)

of 83.98'; thence N 35°13'06" W, a distance of 50.96'; thence N 75°16'03" W, a distance of 105.88'; thence N 68°13'39" W, a distance of 86.20'; thence S 47°54'18" W, a distance of 186.47'; thence S 78°17'57" W, a distance of 74.31'; thence S 73°22'44" W, a distance of 82.83'; thence S 64°49'31" W, a distance of 88.27'; thence S 3°44'31" E, a distance of 102.01'; thence S 47°29'40" E, a distance of 62.51'; thence S 78°29'20" W, a distance of 55.76'; thence N 38°38'19" W, a distance of 62.94'; thence N 78°57'06" W, a distance of 105.31'; thence S 58°44'03" W, a distance of 142.28'; thence S 43°24'09" W, a distance of 180.14'; thence S 26°17'28" W, a distance of 107.68'; thence S 39°22'42" W, a distance of 212.24'; thence S 45°17'43" W, a distance of 117.69'; thence S 18°33'13" W, a distance of 147.88'; thence S 40°23'50" E, a distance of 83.99'; thence S 82°32'30" E, a distance of 28.13'; thence N 57°44'23" E, a distance of 58.54'; thence S 33°28'35" W, a distance of 154.43'; thence S 51°48'11" W, a distance of 141.61'; thence S 33°10'10" W, a distance of 268.57'; thence S 3°30'48" E, a distance of 261.19'; thence S 51°28'16" E, a distance of 134.08'; thence S 9°34'36" E, a distance of 95.05'; thence S 25°57'53" E, a distance of 130.04'; thence S 18°04'26" E, a distance of 123.60'; thence S 51°39'22" E, a distance of 71.53'; thence S 9°37'11" E, a distance of 77.58'; thence S 33°25'40" E, a distance of 66.43'; thence S 15°34'32" E, a distance of 67.10'; thence S 20°11'35" E, a distance of 105.20'; thence S 52°19'15" E, a distance of 138.91'; thence S 83°52'37" E, a distance of 108.10'; thence S 52°27'47" E, a distance of 192.73'; thence S 17°57'35" E, a distance of 131.77'; thence S 21°30'47" E, a distance of 50.58'; thence S 36°44'39" W, a distance of 53.54'; thence S 8°02'34" W, a distance of 95.13'; thence S 29°48'40" E, a distance of 116.68'; thence S 11°31'03" W, a distance of 74.93'; thence S 4°40'09" E, a distance of 133.45'; thence S 64°10'46" E, a distance of 186.89'; thence S 83°09'43" E, a distance of 140.96'; thence S 58°19'35" E, a distance of 92.34'; thence S 75°25'10" E, a distance of 83.29'; thence S 35°07'59" E, a distance of 76.39'; thence S 18°22'40" E, a distance of 135.15'; thence S 16°47'38" E, a distance of 97.66'; thence S 42°38'10" E, a distance of 68.06'; thence N 86°24'56" W, a distance of 200.92'; thence S 83°19'44" W, a distance of 187.14'; thence S 7°20'55" E, a distance of 113.86'; thence S 66°11'43" W, a distance of 56.94'; thence S 4°15'57" E, a distance of 88.11'; thence S 69°37'34" W, a distance of 105.88'; thence S 32°36'24" W, a distance of 79.16'; thence S 10°51'11" E, a distance of 391.63'; thence S 31°48'47" E, a distance of 538.76'; thence N 55°03'33" E, a distance of 183.21'; thence N 41°05'38" E, a distance of 338.60'; thence S 48°52'10" E, a distance of 94.62'; thence N 60°44'21" E, a distance of 29.74'; thence N 58°33'07" E, a distance of 84.85'; thence S 66°00'21" E, a distance of 127.87'; thence S 13°21'50" W, a distance of 129.30'; thence S 23°31'24" W, a distance of 159.53'; thence S 41°07'12" W, a distance of 103.97'; thence S 56°25'26" W, a distance of 53.54'; thence S 46°36'09" W, a distance of 158.23'; thence S 17°10'37" W, a distance of 182.37'; thence S 13°15'53" W, a distance of 91.21'; thence S 1°19'11" E, a distance of 51.00'; thence S 24°32'35" W, a distance of 94.96'; thence S 8°26'55" W, a distance of 116.02'; thence S 4°28'35" E, a distance of 114.32'; thence S 19°26'34" E, a distance of 129.36'; thence S 9°51'04" E, a distance of 158.09'; thence N 71°53'32" W, a distance of 61.71'; thence S 61°16'26" W, a distance of 59.72'; thence S 57°29'54" W, a distance of 22.67'; thence S 15°48'24" W, a distance of 90.71'; thence S 18°17'27" E, a distance of 53.50'; thence S 41°52'07" E, a distance of 82.25'; thence S 42°00'17" E, a distance of 110.68'; thence S 38°15'26" E, a distance of 165.71'; thence S 35°17'21" E, a distance of 130.13'; thence N 87°01'24" E, a distance of 88.60'; thence N 77°27'24" E, a distance of 96.62'; thence N 67°32'10" E, a distance of 128.48'; thence S 78°18'56" E, a distance of 115.57'; thence N 14°35'42" E, a distance of 225.81'; thence N 0°07'43" W, a distance of 180.16'; thence N 24°51'59" E, a distance of 202.76'; thence N 7°52'04" E, a distance of 128.19'; thence N 27°36'42" E, a distance of 51.46'; thence N 12°28'48" E, a distance of 135.34'; thence N 0°07'45" W, a distance of 164.91'; thence N 25°59'30" E, a distance of 84.86'; thence N 3°24'06" E, a distance of 54.85'; thence N 46°09'31" E, a distance of 77.60'; thence N 9°07'57" W, a distance of 196.26'; thence N 74°03'44" E, a distance of 139.81'; thence S 48°28'59" E, a distance of 114.82'; thence S 42°12'13" E, a distance of 125.18'; thence S 52°02'05" E, a distance of 81.74'; thence S 36°10'07" E, a distance of 154.91'; thence S 60°23'06" E, a distance of 98.49'; thence S 31°53'29" E, a distance of 201.29'; thence S 79°32'20" E, a distance of 104.16' to the point of curvature of a curve, concave to the northeast, having a radius of 231.68' a central angle of 46°58'07", and a chord of 184.65' bearing S 33°54'38" E; thence southerly along said curve, a distance of 189.92' to the point of curvature of a curve, concave to the north, having a radius of 231.68' a central angle of 26°15'31", and a chord of 105.25' bearing S 70°31'27" E; thence southeasterly along said curve, a distance of 106.18'; thence S 83°22'02" E, a distance of 204.13' to the point of curvature of a curve, concave to the southwest, having a radius of 186.96' a central angle of 55°26'42", and a chord of 173.94' bearing S 57°38'25" E; thence easterly along said curve, a distance of 180.92'; thence S 28°38'04" E, a distance of 437.30' to the point of curvature of a curve, concave to the west, having a radius of 460.33' a central angle of 33°06'18", and a chord of 262.29' bearing S 9°56'26" E; thence southeasterly along said curve, a distance of 265.98'; thence S 7°52'33" W, a distance of

EXHIBIT A-1 (continued)

286.46'; thence N 87°47'54" W, a distance of 178.22'; thence S 00°17'33" E for a distance of 367.63' to an iron pin; thence S 00°40'34" E for a distance of 299.86' to a point; thence N 00°38'08" E for a distance of 19.98' to a point; thence turning and running along the right of way of Blythewood Road N 86°03'15" E for a distance of 420.73' to a point which is the POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING PARCELS B, D, E, G, H, J, K, L, N, P, Q and R AS SHOWN ON THE AFOREMENTIONED SURVEY:

Parcel B:

Commencing at a point labeled "POB" being the POINT OF BEGINNING; thence S 47°00'03" W, a distance of 66.62'; thence N 53°06'10" W, a distance of 118.87'; thence N 33°23'06" W, a distance of 129.80'; thence N 46°58'50" W, a distance of 75.21'; thence N 49°38'24" W, a distance of 77.92'; thence N 67°56'02" W, a distance of 59.78'; thence S 88°06'38" W, a distance of 73.37'; thence S 87°12'43" W, a distance of 179.56'; thence N 14°37'39" W, a distance of 120.27'; thence N 52°15'06" E, a distance of 189.73' to the point of curvature of a curve, concave to the north, having a radius of 56.46' a central angle of 98°49'29", and a chord of 85.76' bearing N 70°57'29" E; thence southeasterly along said curve, a distance of 97.39' to the point of curvature of a compound curve, concave to the southeast, having a radius of 70.07' a central angle of 51°32'19", and a chord of 60.92' bearing N 55°49'54" E; thence northeasterly along said curve, a distance of 63.03'; thence N 81°23'30" E, a distance of 116.06' to the point of curvature of a curve, concave to the south, having a radius of 307.39' a central angle of 21°40'15", and a chord of 115.57' bearing S 73°43'28" E; thence easterly along said curve, a distance of 116.26' to the point of curvature of a compound curve, concave to the southwest, having a radius of 243.39' a central angle of 47°29'44", and a chord of 196.03' bearing S 39°08'28" E; thence southeasterly along said curve, a distance of 201.76' to the point of curvature of a compound curve, concave to the west, having a radius of 735.72' a central angle of 6°55'58", and a chord of 88.97' bearing S 8°19'52" E; thence southerly along said curve, a distance of 89.02'; thence S 4°49'13" E, a distance of 288.05' to the POINT OF BEGINNING; said described tract containing 4.76 ACRES, more or less.

TMS No.:15200-01-43

Parcel D:

Commencing at a point labeled "POB" said point being the POINT OF BEGINNING; thence N 68°50'14" E, a distance of 87.48'; thence S 33°08'13" E, a distance of 90.53'; thence S 68°11'20" E, a distance of 70.08'; thence S 79°14'11" E, a distance of 67.80'; thence N 64°54'54" E, a distance of 42.69'; thence N 19°29'43" E, a distance of 88.00'; thence N 37°20'09" W, a distance of 99.07'; thence N 37°32'49" W, a distance of 95.67'; thence N 18°26'52" W, a distance of 156.75'; thence N 10°52'24" E, a distance of 55.45'; thence N 24°51'50" W, a distance of 225.83'; thence N 76°20'19" W, a distance of 47.48'; thence S 69°42'09" W, a distance of 125.36'; thence S 30°56'46" W, a distance of 94.17'; thence N 42°23'50" W, a distance of 54.59'; thence N 1°33'19" E, a distance of 106.17'; thence N 21°15'24" E, a distance of 118.43'; thence N 8°21'52" E, a distance of 101.51'; thence N 87°35'26" E, a distance of 85.81'; thence N 34°01'21" E, a distance of 104.58'; thence N 63°30'01" E, a distance of 86.93'; thence S 17°15'03" E, a distance of 132.54'; thence S 63°33'33" E, a distance of 47.54'; thence S 35°51'59" E, a distance of 58.61'; thence S 10°46'57" W, a distance of 72.02'; thence N 74°47'04" W, a distance of 79.07'; thence S 46°24'38" W, a distance of 41.31'; thence S 20°18'07" E, a distance of 130.24'; thence S 40°24'20" E, a distance of 110.94'; thence S 62°43'22" E, a distance of 56.07'; thence S 57°53'05" E, a distance of 113.10'; thence S 21°17'56" E, a distance of 57.57'; thence S 57°32'24" E, a distance of 116.82'; thence S 24°58'05" E, a distance of 146.15'; thence S 42°38'31" E, a distance of 210.17'; thence S 3°26'34" E, a distance of 82.43'; thence S 29°48'15" E, a distance of 53.98'; thence S 61°25'09" E, a distance of 60.82'; thence S 20°25'12" W, a distance of 46.50'; thence S 78°27'07" W, a distance of 59.51'; thence N 72°46'48" W, a distance of 67.31'; thence N 56°40'33" W, a distance of 86.33'; thence S 89°00'08" W, a distance of 147.81'; thence N 44°32'26" W, a distance of 88.20'; thence S 66°10'16" W, a distance of 47.40'; thence S 88°49'39" W, a distance of 51.48'; thence N 58°38'17" W, a distance of 62.00'; thence N 85°49'09" W, a distance of 52.74'; thence N 59°17'11" W, a distance of 81.73'; thence N 79°16'02" W, a distance of 79.73'; thence N 19°35'56" W, a distance of 30.85' to the POINT OF BEGINNING; said described tract containing 7.25 ACRES, more or less.

EXHIBIT A-1 (continued)

TMS No.: 15200-01-42

Parcel E:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 24°35'40" W, a distance of 97.01'; thence N 32°45'53" W, a distance of 77.55'; thence N 62°54'08" W, a distance of 85.82'; thence N 38°59'51" W, a distance of 88.76'; thence N 57°07'33" W, a distance of 90.01'; thence N 50°19'17" W, a distance of 127.07'; thence N 28°54'58" W, a distance of 95.92'; thence N 30°08'42" W, a distance of 122.40'; thence N 49°13'34" W, a distance of 119.38'; thence N 40°33'02" W, a distance of 78.61'; thence N 7°59'17" W, a distance of 108.70'; thence N 15°28'58" E, a distance of 104.62'; thence N 17°57'27" E, a distance of 59.25'; thence N 89°43'14" E, a distance of 126.50'; thence S 32°08'21" E, a distance of 96.41'; thence S 2°14'14" W, a distance of 48.82'; thence S 31°18'49" E, a distance of 177.09'; thence S 3°46'39" W, a distance of 65.40'; thence S 32°41'50" E, a distance of 66.60'; thence S 12°12'02" E, a distance of 159.73'; thence S 42°37'13" E, a distance of 63.48'; thence S 56°27'34" E, a distance of 194.06'; thence S 37°42'29" E, a distance of 161.18'; thence S 33°29'29" E, a distance of 139.73'; thence S 65°40'35" W, a distance of 63.85'; thence S 88°50'23" W, a distance of 49.33' to the POINT OF BEGINNING; said described tract containing **3.96 ACRES**, more or less.

TMS No.: 15200-01-44

Parcel G:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 28°08'26" W, a distance of 144.59'; thence N 16°40'50" W, a distance of 112.56'; thence N 4°18'49" E, a distance of 96.42'; thence N 9°11'28" W, a distance of 189.18'; thence N 50°40'51" W, a distance of 188.11'; thence N 25°07'31" W, a distance of 91.49'; thence N 63°38'31" E, a distance of 193.94'; thence N 62°40'41" E, a distance of 117.14'; thence N 51°28'46" E, a distance of 109.97'; thence S 60°44'31" E, a distance of 105.15'; thence S 74°07'49" E, a distance of 89.52'; thence S 71°13'13" E, a distance of 183.70'; thence S 48°39'05" W, a distance of 128.72'; thence S 47°01'36" W, a distance of 121.94'; thence S 39°17'02" W, a distance of 64.97'; thence S 60°02'12" W, a distance of 78.56'; thence S 29°19'58" W, a distance of 79.26'; thence S 10°42'57" W, a distance of 267.91'; thence S 25°01'45" E, a distance of 72.34'; thence S 21°37'23" W, a distance of 148.49' to the POINT OF BEGINNING; said described tract containing **5.42 ACRES**, more or less.

TMS No.: 15200-01-39

Parcel H:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 32°20'30" E, a distance of 81.87'; thence N 20°25'10" E, a distance of 139.77'; thence N 33°36'57" E, a distance of 164.00'; thence N 19°32'51" E, a distance of 62.31'; thence N 0°58'03" W, a distance of 90.79'; thence N 24°29'39" E, a distance of 108.55'; thence N 2°02'32" W, a distance of 279.80'; thence N 16°13'42" E, a distance of 86.74'; thence N 5°22'18" W, a distance of 139.25'; thence N 46°09'03" W, a distance of 85.67'; thence S 42°27'44" W, a distance of 124.81'; thence S 40°59'14" W, a distance of 106.97'; thence N 2°00'12" W, a distance of 81.38'; thence N 17°33'41" E, a distance of 145.72'; thence N 45°33'54" E, a distance of 137.81'; thence N 38°18'45" E, a distance of 94.93'; thence N 28°13'17" E, a distance of 177.05'; thence S 19°23'44" E, a distance of 114.33'; thence S 4°26'44" E, a distance of 204.84'; thence S 2°29'25" W, a distance of 179.90'; thence S 17°41'52" E, a distance of 231.55'; thence S 1°48'36" W, a distance of 143.13'; thence S 20°42'59" W, a distance of 107.10'; thence S 18°46'46" E, a distance of 145.57'; thence S 9°21'29" E, a distance of 101.17'; thence S 52°53'20" E, a distance of 147.89'; thence S 37°24'39" E, a distance of 92.22'; thence S 59°35'19" E, a distance of 164.44'; thence S 74°42'05" E, a distance of 96.19'; thence N 84°07'45" E, a distance of 159.29'; thence S 4°49'36" E, a distance of 50.81'; thence S 67°55'38" W, a distance of 115.11'; thence S 45°09'47" W, a distance of 101.35'; thence N 84°13'30" W, a distance of 82.19'; thence N 14°52'39" W, a distance of 100.02'; thence N 39°47'45" W, a distance of 87.84'; thence S 69°49'07" W, a distance of 121.82'; thence N 86°40'11" W, a distance of 146.37'; thence S 73°03'09" W, a distance of 133.39'; thence S

EXHIBIT A-1 (continued)

77°59'19" W, a distance of 122.83'; thence S 89°51'45" W, a distance of 102.50'; thence N 74°59'33" W, a distance of 73.01' to the POINT OF BEGINNING; said described tract containing 9.43 ACRES, more or less.

TMS No.: 15200-01-37

Parcel J:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 19°11'47" W, a distance of 73.00'; thence N 25°36'30" W, a distance of 160.86'; thence N 26°39'18" W, a distance of 103.92'; thence N 0°09'41" W, a distance of 132.65'; thence N 12°52'59" W, a distance of 112.37'; thence N 41°13'55" W, a distance of 123.72'; thence N 19°38'02" W, a distance of 104.35'; thence N 29°50'27" W, a distance of 99.61'; thence N 62°40'36" W, a distance of 106.79'; thence N 73°47'35" W, a distance of 103.09'; thence N 56°32'35" W, a distance of 36.26'; thence N 68°56'28" W, a distance of 94.08'; thence N 87°25'03" W, a distance of 251.21'; thence N 7°41'01" E, a distance of 108.05'; thence N 1°56'17" E, a distance of 87.70'; thence N 15°56'03" E, a distance of 143.78'; thence S 89°07'57" E, a distance of 85.89'; thence S 81°10'57" E, a distance of 37.81'; thence S 25°54'57" E, a distance of 162.48'; thence S 16°58'27" E, a distance of 125.66'; thence N 71°06'57" E, a distance of 84.63'; thence N 66°00'51" E, a distance of 118.43'; thence S 50°21'13" E, a distance of 68.02'; thence S 24°58'19" E, a distance of 93.88'; thence S 41°45'16" E, a distance of 98.35'; thence S 11°29'29" E, a distance of 103.30'; thence S 38°13'10" E, a distance of 160.28'; thence S 19°17'12" E, a distance of 106.31'; thence S 24°33'02" E, a distance of 167.03'; thence S 17°57'35" E, a distance of 221.52'; thence S 9°24'45" W, a distance of 54.91'; thence S 17°16'28" E, a distance of 116.89'; thence S 19°16'05" W, a distance of 55.74'; thence N 81°45'15" W, a distance of 39.28' to the POINT OF BEGINNING; said described tract containing 4.95 ACRES, more or less.

TMS No.: 15200-01-38

Parcel K:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 11°20'35" W, a distance of 147.74'; thence N 15°51'02" W, a distance of 218.88'; thence N 24°25'29" W, a distance of 120.27'; thence N 28°35'29" W, a distance of 157.85'; thence N 39°13'02" W, a distance of 81.37'; thence N 17°21'54" W, a distance of 119.36'; thence N 20°47'58" W, a distance of 175.14'; thence N 36°56'11" W, a distance of 96.32'; thence N 0°30'15" W, a distance of 68.19'; thence N 43°44'18" W, a distance of 98.91'; thence S 84°12'31" E, a distance of 181.63'; thence S 60°21'46" E, a distance of 100.00'; thence N 83°56'20" E, a distance of 57.55'; thence N 26°44'21" E, a distance of 56.94'; thence N 5°34'26" W, a distance of 154.90'; thence N 7°56'24" E, a distance of 269.44'; thence N 10°14'37" E, a distance of 278.02'; thence N 68°08'14" E, a distance of 129.97'; thence N 36°50'13" E, a distance of 120.97'; thence S 49°55'56" E, a distance of 139.43'; thence N 77°09'38" E, a distance of 95.38'; thence N 44°24'12" E, a distance of 99.25'; thence N 49°30'55" W, a distance of 131.77'; thence N 28°59'02" W, a distance of 95.29'; thence N 11°14'56" W, a distance of 174.11'; thence N 25°47'55" E, a distance of 189.44'; thence N 25°21'39" E, a distance of 111.37'; thence S 46°07'40" E, a distance of 53.18'; thence S 9°21'54" E, a distance of 116.84'; thence S 2°39'06" W, a distance of 141.58'; thence S 13°26'28" E, a distance of 257.54'; thence S 0°02'18" E, a distance of 209.13'; thence S 45°33'35" W, a distance of 167.79'; thence S 48°18'37" W, a distance of 88.02'; thence S 6°13'15" E, a distance of 50.15'; thence S 13°59'43" W, a distance of 91.71'; thence S 2°53'01" E, a distance of 116.02'; thence S 24°13'07" W, a distance of 155.86'; thence S 54°55'47" E, a distance of 160.08'; thence N 86°28'35" E, a distance of 130.56'; thence N 51°34'29" E, a distance of 85.01'; thence S 62°05'43" E, a distance of 32.06'; thence S 22°34'34" W, a distance of 240.19'; thence S 18°29'00" W, a distance of 211.50'; thence S 31°20'48" W, a distance of 159.05'; thence S 7°53'16" W, a distance of 99.17'; thence S 32°03'36" W, a distance of 153.68'; thence S 3°38'50" W, a distance of 182.12'; thence S 23°18'37" E, a distance of 113.52'; thence S 42°56'20" E, a distance of 107.56'; thence N 66°22'17" W, a distance of 121.13'; thence S 66°56'04" W, a distance of 117.00'; thence S 50°59'55" W, a distance of 130.50' to the POINT OF BEGINNING; said described tract containing 22.92 ACRES, more or less.

TMS No.: 15200-01-34

EXHIBIT A-1 (continued)**Parcel L:**

Commencing at point labeled "POB", said point being the POINT OF BEGINNING; thence S 85°20'46" W, a distance of 108.72'; thence N 86°14'25" W, a distance of 124.24'; thence N 45°41'38" W, a distance of 106.23'; thence N 83°22'47" W, a distance of 112.38'; thence N 41°30'23" W, a distance of 140.37'; thence N 2°56'44" W, a distance of 100.38'; thence N 17°37'23" W, a distance of 99.85'; thence N 9°31'27" W, a distance of 258.37'; thence N 19°22'30" W, a distance of 170.27'; thence N 21°09'05" E, a distance of 172.93'; thence N 39°04'15" E, a distance of 150.29'; thence N 52°09'36" E, a distance of 147.24'; thence N 27°12'10" E, a distance of 143.35'; thence N 45°21'34" E, a distance of 177.41'; thence N 42°12'36" E, a distance of 46.73'; thence N 34°32'15" E, a distance of 62.75'; thence N 24°11'24" W, a distance of 95.47'; thence N 56°50'08" W, a distance of 101.96'; thence N 58°29'06" W, a distance of 61.62'; thence N 49°06'01" E, a distance of 176.97'; thence N 79°16'43" E, a distance of 98.50'; thence N 84°39'25" E, a distance of 70.98'; thence S 67°39'17" E, a distance of 217.10'; thence S 14°37'35" W, a distance of 168.46'; thence S 14°29'27" W, a distance of 93.07'; thence S 26°07'29" W, a distance of 71.20'; thence N 71°33'37" W, a distance of 169.83'; thence S 69°18'56" W, a distance of 93.06'; thence S 24°04'25" W, a distance of 155.20'; thence S 31°53'55" W, a distance of 181.17'; thence S 41°04'04" W, a distance of 135.24'; thence S 17°58'17" W, a distance of 211.39'; thence S 10°51'06" W, a distance of 151.15'; thence S 36°55'55" E, a distance of 117.26'; thence S 40°30'49" E, a distance of 160.42'; thence S 43°49'32" E, a distance of 121.65'; thence S 35°26'05" E, a distance of 179.93'; thence S 33°52'43" E, a distance of 91.90'; thence S 31°13'55" E, a distance of 121.87'; thence S 0°11'09" W, a distance of 68.74' to the POINT OF BEGINNING; said described tract containing **10.01 ACRES**, more or less.

TMS No.: 15200-01-35

Parcel N:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 9°10'21" W, a distance of 62.62'; thence N 34°36'04" W, a distance of 46.86'; thence N 5°32'00" W, a distance of 142.14'; thence N 21°31'20" E, a distance of 104.36'; thence S 74°08'10" E, a distance of 36.65'; thence S 3°31'29" E, a distance of 79.69'; thence S 26°50'18" E, a distance of 78.82'; thence S 9°19'28" W, a distance of 116.43'; thence S 2°25'48" E, a distance of 60.27'; thence S 85°13'24" W, a distance of 47.58' to the POINT OF BEGINNING; said described tract containing **0.57 Acres**, more or less.

TMS No.: 15200-01-33

Parcel P:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 60°10'29" W, a distance of 119.01'; thence N 13°37'23" W, a distance of 96.53'; thence N 34°20'19" W, a distance of 125.63'; thence N 41°48'59" E, a distance of 133.68'; thence N 54°33'31" E, a distance of 114.42'; thence S 3°49'03" W, a distance of 109.52'; thence S 24°09'04" E, a distance of 74.50'; thence S 3°55'48" W, a distance of 81.35'; thence S 29°58'12" E, a distance of 88.34'; thence S 28°17'39" W, a distance of 99.69' to the POINT OF BEGINNING; said described tract containing **1.19 ACRES**, more or less.

TMS No.: 15200-01-50

Parcel Q:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence N 15°15'12" W, a distance of 56.92'; thence S 80°20'51" E, a distance of 95.42'; thence N 73°57'28" E, a distance of 70.44'; thence N 31°44'25" E, a distance of 85.88'; thence S 48°28'52" E, a distance of 77.48'; thence S 36°14'38" E, a distance of 68.85'; thence S

EXHIBIT A-1 (continued)

25°23'20" E, a distance of 97.18'; thence S 89°04'04" W, a distance of 74.03'; thence N 74°34'01" W, a distance of 52.64'; thence N 89°22'40" W, a distance of 44.29'; thence N 62°05'55" W, a distance of 99.07'; thence N 87°15'46" W, a distance of 75.84' to the POINT OF BEGINNING; said described tract containing **0.72 ACRES**, more or less.

TMS No.: 15300-05-01

Parcel R:

Commencing at a point labeled "POB", said point being the POINT OF BEGINNING; thence S79°46'16" W, a distance of 70.08'; thence N 60°04'42" W, a distance of 139.74'; thence N48°57'45" W, a distance of 63.76'; thence N 87°27'33" W, a distance of 49.86'; thence S61°04'52" W, a distance of 28.43'; thence S4°33'21" W, a distance of 40.47'; thence S 22°03'05" E, a distance of 63.75'; thence S 71°34'02" W, a distance of 86.50'; thence N 27°41'26" W, a distance of 50.85'; thence N 31°19'27" E, a distance of 56.19'; thence N 25°40'01" E, a distance of 219.57'; thence N 36°25'22" E, a distance of 185.76'; thence S 5°18'03" E, a distance of 87.48'; thence S 7°23'20" W, a distance of 135.82'; thence S 19°58'07" E, a distance of 116.72'; thence S 62°17'36" E, a distance of 149.94' to the POINT OF BEGINNING; said described tract containing **1.12 ACRES**, more or less.

TMS No.: 15200-01-40

This being a portion of the same property conveyed to Ginn-LA UC Golf, LLC, a Georgia limited liability company, by deed of Amelia Capital III, LLC, a Georgia limited liability company, dated October 18, 2005 and recorded October 19, 2005 in Record Book 1111 at page 3721.

TMS No.: 15200-01-23

EXHIBIT B

**BYLAWS
OF
COBBLESTONE PARK HOMEOWNERS ASSOCIATION, INC.**

**BYLAWS
OF
COBBLESTONE PARK HOMEOWNERS ASSOCIATION, INC.**

ARTICLE 1

NAME AND LOCATION

1.1 Name and Location. The name of the corporation is Cobblestone Park Homeowners Association, Inc. hereinafter referred to as the "Association." The principal office of the Association shall be located at the Development, or at such other place as may be designated by the Board of Directors of the Association (the "Board").

ARTICLE 2

DEFINITIONS

2.1 Incorporation. The definitions contained in the Declaration are incorporated by reference herein.

(a) The Declaration. "Declaration" shall mean and refer to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cobblestone Park and Supplemental Declaration recorded in the Register of Deeds office for Richland County, and Fairfield County, South Carolina, and subsequent amendments thereto.

ARTICLE 3

MEETING OF MEMBERS AND VOTING

3.1 Annual Meeting. The first meeting of the Members, whether an annual or a special meeting, shall be held on such day and at such time as the Board, upon majority vote, shall determine and which shall occur not more than twelve (12) months following the date of the close of the sale of the first Unit in the Development. Subsequent annual meetings of the Members shall be held thereafter at an hour and place within thirty (30) days of the same month and day of such first meeting, as set by the Board.

3.2 Special Meetings. Special meetings of the Members shall be promptly scheduled at any time by the Board upon vote of a majority of the Board of Directors or upon written request of the President. A special meeting of the Members shall be called upon written demand delivered to the Secretary by the Members representing five percent (5%) of the total voting power of the Association, notice of which shall be by written notice to all Members within thirty (30) days of the Secretary's receipt of the demand. For purposes of determining the five percent (5%), the record date shall be thirty (30) days before delivery of the written demand. Upon the failure of the Association to send notice of a special meeting within thirty (30) days following delivery of written demand as aforesaid, any Member signing the demand may set the time and place of the special meeting and give notice thereof to all Members in accordance with the South Carolina Nonprofit Corporation Act (as may be amended from time to time, including any successor statute thereto, the "Act").

3.3 Notice and Place of Meetings. Unless otherwise provided in the Declaration, the Articles of Incorporation, in these Bylaws, or in the Act, written notice of each meeting of the Members, annual or special, shall be given by, or at the direction of, the Secretary, by mailing a copy of such notice, first class

mail, postage prepaid, at least thirty (30) but not more than sixty (60) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. In the case of written demand of Members representing at least five percent (5%) of the total voting power of the Association, written notice of such meeting shall be given not more than thirty (30) days after written demand is delivered to the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting, and shall provide for voting by proxy. If action is proposed to be taken at any meeting for approval for any of the following proposals, the notice shall also state the general nature of the proposal: (a) removing a Director without cause; (b) filling vacancies in the Board of Directors by the Members; or (c) amending the Articles of Incorporation. Meetings shall be held within the Development or at a meeting place within the same county, as close to the Development as possible.

Notice of a meeting of Members need not be given to any Member who signs a waiver of notice, in person or by proxy, either before or after the meeting. The waiver must be delivered to the Association for inclusion in the minutes or filing with the corporate records. Attendance of a Member at a meeting, in person or by proxy, shall of itself constitute waiver of notice, except when the Member attends a meeting solely for the purpose of stating his objection, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened. Objection by a Member shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

3.4 Quorum. Unless otherwise provided herein, in the Declaration, the Articles of Incorporation or the Act, the presence of Members representing one-third ($\frac{1}{3}$) of the votes of all Members, in person or by proxy, shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum of one-third ($\frac{1}{3}$) of the votes of all Members is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough Members to leave less than such required quorum, provided that Members representing twenty percent (20%) of the total votes of the Association remain present in person and/or by proxy, and provided further that any action taken shall be approved by a majority of the Members required to constitute such quorum. If the required quorum is not present, another meeting may be called, not less than ten (10) nor more than sixty (60) days following the first meeting, and the required quorum at the subsequent meeting shall be the Members present, in person or by proxy, and entitled to vote. Unless otherwise provided, any reference hereafter to "votes cast" at a duly called meeting shall be construed to be subject to the quorum requirements established by this Section 3.4. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section 3.3.

3.5 Ballots and Representative Voting.

(a) Voting Referendum; Written Ballots. Any vote of Members on a matter that would be cast at an annual, regular or special meeting may be taken, without a meeting, by written ballot delivered to every Member by the Association. The ballot shall set forth the matter to be voted upon and provide thereon a place to vote for or against such matter. Approval by written ballot without a meeting shall be effective only when the number of votes cast by ballot equals or exceeds the quorum required to be present had the matter been considered at a meeting, and the number voting for the matter equals or exceeds the number of votes required to approve it had the matter been considered at a meeting at which the requisite quorum is present. A solicitation of votes by ballot shall (i) indicate the record date for Members eligible to vote; (ii) indicate the number of returned ballots voting for or against the matter that is required to satisfy the quorum requirement; (iii) state the required number of votes or percentage voting in favor of the matter required to approve it (except in the case of election of directors, which shall be by

plurality); and (iv) state the date and time by which a Member's completed ballot must be received by the Secretary in order to be counted in the vote to be taken. A ballot, once delivered to the Secretary, may not be revoked. A Member's signed ballot shall be delivered to the Secretary by hand delivery, by U.S. mail, or by such other means as shall be permitted under South Carolina law, including, without limitation, if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission or by any other technology or medium, now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt.

(b) Proxies. All of the provisions of this Section 3.5(b) are subject to Section 15.1(a) of the Declaration. To the extent that a provision set forth in this Section is inconsistent with Section 15.1(a) of the Declaration, the provisions of Section 15.1(a) of the Declaration shall control. At all meetings of Members, each Member may vote in person or by proxy. The appointment form of proxy shall be in writing and received by the Secretary before the appointed time of the meeting. Every proxy appointment shall automatically cease upon conveyance by the Member of his Unit, or upon receipt of written notice by the Secretary of the death or judicially declared incompetence of a Member prior to the counting of the vote, upon revocation of the appointment of the proxy in accordance with the Act, or upon the expiration of eleven (11) months from the date of the proxy. Unless the proxy appointment form otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. Any proxy appointment form distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon set forth in the notice of the meeting. The appointment shall provide that, where the Member specifies a choice, the vote shall be cast by the proxy in accordance with that choice. The form shall also identify the person or persons acting as the proxy and the length of time it will be valid. In addition, voting by a proxy shall comply with any other applicable requirements of the Act. The Member's signed proxy appointment form shall be delivered to the Secretary by hand delivery, by U.S. mail, and by such other means as shall be permitted under South Carolina law, including, without limitation, if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium, now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt.

3.6 Membership and Voting. Membership in the Association will be as set forth in the Declaration and in the Articles of Incorporation. Except as otherwise provided in the Declaration, the Articles of Incorporation, these Bylaws or the Act, any action by the Association that must have the approval of the Members before being undertaken shall require voting approval by a majority of the votes cast by such Members present at which the required quorum is present. An abstention shall be counted as a negative vote in calculating the majority. Members are divided into Type A, Type B, Type C and Type D Members for the sole purpose of computing voting rights. The Members shall not vote as a class. Owners of Units in all phases shall have the same voting rights.

3.7 Eligibility to Vote. Voting rights attributable to Units held by Type A Members shall not vest until Assessments against those Units have been levied by the Association. Only Members in good standing shall be entitled to vote on any issue or matter presented to the Members for approval. In order to be in good standing, a Member must be current in the payment of all assessments levied against the Member's Units and not subject to any suspension of voting privileges as a result of disciplinary proceeding conducted in accordance with the Declaration. A Member's good standing shall be determined as of the record date established in accordance with Section 3.8. The Association shall not be obligated to conduct a hearing in order to suspend a Member's voting privileges on the basis of the nonpayment of assessments, although a delinquent Member shall be entitled to request such a hearing.

3.8 Record Dates.

(a) Record Dates Established by the Board. For the purpose of determining which Members are entitled to receive notice of any meeting, vote, act by written ballot without a meeting, or exercise any rights in respect to any other lawful action, the Board may fix, in advance, a "record date" and only Members of record on the date so fixed are entitled to notice, to vote or to take action by written ballot or otherwise, as the case may be, notwithstanding any transfer of any membership on the books of the Association after the record date, except as otherwise provided in the Articles of Incorporation, by agreement or the Act. The record dates established by the Board pursuant to this Section shall be as follows:

(i) Record Date for Notice of Meetings. In the case of determining those Members entitled to notice of a meeting, the record date shall be no more than ninety (90) nor less than ten (10) days before the date of the meeting;

(ii) Record Date for Voting. In the case of determining those Members entitled to vote at a meeting, the record date shall be no more than sixty (60) days before the date of the meeting;

(iii) Record Date for Action by Written Ballot Without Meeting. In the case of determining Members entitled to cast written ballots, the record date shall be no more than sixty (60) days before the day on which the first written ballot is mailed or solicited; and

(iv) Record Date for Other Lawful Action. In the case of determining Members entitled to exercise any rights in respect to other lawful action, the record date shall be no more than sixty (60) days prior to the date of such other action.

(v) "Record Date" Means as of the Close of Business. For purposes of this subsection A, a person holding a membership as of the close of business on the record date shall be deemed the Member of record.

(b) Failure of Board to Fix a Record Date. If the Board, for any reason, fails to establish a record date, rules set forth in the Act shall apply.

3.9 Action Without Meeting. Any action that may be taken at any annual or special meeting of Members (except the election of Directors) may be taken without a meeting in accordance with the provisions of the Act. Any form of written ballot distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except it shall not be mandatory that a candidate for election to the Board be named in the written ballot. The written ballot shall provide that, where the Member specifies a choice, the vote shall be cast in accordance with that choice.

3.10 Conduct of Meetings. Meetings of the membership of the Association shall be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Association may adopt. Except as otherwise provided by law, any proper matter may be presented at the meeting for action. Members of the Association shall have access to Association records in accordance with the Act. No Member of the Association shall have any right as a Member to attend any meeting of the Board, except such meetings of the Board as the Board shall, in the exercise of its sole discretion, open to the membership or any other person. In any matter relating to the discipline of a Member, the Board shall always meet in closed session if requested by that Member, and the Member shall be entitled to attend such closed session.

ARTICLE 4

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

4.1 Number. The affairs of the Association shall be managed by the Board, all of whom must be Members of the Association, or an officer, director, employee or agent of a Member, including Declarant. The initial Board of Directors shall consist of three (3) Directors who shall be appointed by Declarant. Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association pursuant to the Declaration until the expiration of the Declarant Control Period. Within sixty (60) days after the expiration of the Declarant Control Period, the Members shall elect five (5) Directors. The Association shall either call, and give not less than thirty (30) days' and not more than sixty (60) days' notice of, such special meeting of the Members to elect the Board of Directors, or the date on which the Association shall count the written ballots distributed to the Members with such notice for the election of the Board of Directors. Each year thereafter, the Members shall elect such number of Directors as shall exist whose terms are expiring.

4.2 Term of Office. The election of Directors shall be by plurality, the number of nominees equal to the number of vacancies to be filled receiving the greatest number of votes being elected. However, at the meeting of the Association following expiration of the Declarant Control Period held to elect five (5) Directors or the date following expiration of the Declarant Control Period when written ballots are to be counted for the election of such Directors pursuant to Section 4.1, the two (2) nominees receiving the highest number of votes will each be elected for a term of two (2) years, and the next three (3) nominees receiving the highest number of votes will each be elected for a term of one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve for a term of two (2) years. Unless vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected.

4.3 Removal; Vacancies. A Director appointed by Declarant may be removed only by Declarant, otherwise, a Director may be removed from office, with or without cause, at any regular or special meeting of the Members by sixty-seven percent (67%) of the votes of the Members voting in person or by proxy at a meeting at which a quorum is present. A successor to any removed Director may be elected at the same meeting at which the vacancy is created by the removal of the Director. A Director whose removal is proposed to be voted upon at any meeting shall be given notice of the proposed removal not less than 10 days prior to the date of the meeting and shall be given an opportunity to be heard at the meeting. In the event of death or resignation of a Director, the vacancy shall be filled by majority vote of the Board at a duly held meeting, or by the sole remaining Director. A successor Director shall serve for the unexpired term of his or her predecessor. The Members may elect a Director at any time to fill any vacancy not filled by the Directors within 180 days of the date of such death or resignation.

4.4 Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for his actual expenses, if reasonable, that are incurred in the performance of his or her duties, including, without limitation, travel expenses.

4.5 Indemnification of Corporate Agents. The Association shall indemnify any present or former Director, officer, employee or other agent of the Association to the fullest extent authorized under the Act, and may advance to any such person funds to pay expenses that may be incurred in defending any action or proceeding on receipt of an undertaking by or on behalf of such person to repay such amount unless it is ultimately determined that such person was not entitled to indemnification under this provision.

ARTICLE 5

NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee established by the Board of Directors, otherwise upon motion or other procedure adopted therefor by the Board. Notice to the Members of the meeting shall include the names of all those who are nominees at the time the notice is sent. Nominations to be placed on the ballot may also be solicited by the Nominating Committee or the Board from the membership, and if the election is to take place at a meeting and not solely by written ballot, nominations may also be made from the floor at the meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than sixty (60) days prior to the meeting of the Members at which the election is to be held, or if the election is to take place solely by written ballot not less than sixty (60) days prior to the date set on the ballot as the election date when ballots are to be counted, and shall serve until the close of the election. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. All candidates shall have reasonable opportunity to communicate their qualifications to Members and to solicit votes.

5.2 Election. Except for the initial election of the Board which shall be appointed by Declarant as set forth in Section 4.1, at each subsequent election the Members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. No cumulative voting shall be permitted. Voting for Directors at a meeting shall be by secret written ballot. Voting for Directors may also be conducted by written ballot pursuant to Section 3.5(a).

ARTICLE 6

MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place within the Development, and at such hour as may be fixed from time to time by resolution of the Board. If a larger meeting room is required than exists within the Development, the Board shall select a room as close as possible to the Development. Should a regularly scheduled meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, excluding Saturday and Sunday.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President or Secretary of the Association, or by any two (2) Directors. Notice of the special meeting shall specify the time and place of the meeting and the nature of the special business to be considered.

6.3 Quorum. A majority of the Directors then in office (but not less than two (2)) shall constitute a quorum for the transaction of business. Every act performed or decisions made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. 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 a majority of the required quorum for that meeting.

6.4 Executive Session. The Board may, with approval of a majority of the Directors present at a meeting in which a quorum for the transaction of business has been established, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel and matters involving contracts of which the Association is a party, litigation in which the Association is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

6.5 Telephone Meetings. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting. An explanation of the action shall be filed with the minutes of the proceedings of the Board.

6.6 Waiver of Notice. The transaction 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.

6.7 Notice of Adjourned Meeting. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

6.8 Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

6.9 Notices Generally. Notice of any meeting of the Board of Directors, whether regular or special, shall be given to each Director by one (1) of the following methods; (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; (d) by telegram, charges prepaid; or (e) by facsimile or electronic transmission to the fax number of the Directors or to e-mail address of the Directors, as the case may be, with proof of transmission and receipt thereof being retained in the minutes of the meeting. All such notices shall be given or sent to the Director's address, telephone number, fax number or e-mail address as shown on the records of the Association. Such notice shall be sent to all Directors not less than seventy-two (72) hours prior to the scheduled time of the meeting; provided, however, 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, telegraph, facsimile transmission or e-mail shall be delivered, telephoned, given to the telegraph company, faxed or e-mailed, as the case may be, at least seventy-two (72) hours before the time set for the meeting. Notice of any meeting need not be given to any Director who has signed a waiver of notice or written consent to holding of the meeting.

ARTICLE 7

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Maintenance. Perform the maintenance described in the Declaration;
- (b) Insurance. Maintain insurance as required by the Declaration;
- (c) Discharge of Liens. Discharge by payment, if necessary, any lien against the Common Areas and assess the cost thereof to the Member or Members responsible for the existence of the lien (after notice and hearing as required by these Bylaws);
- (d) Assessments. Fix, levy, collect and enforce Assessments as set forth in the Declaration;
- (e) Expenses and Obligations. Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (f) Records. Cause to be kept minutes of annual meetings of Members and to present such minutes to the Members at the next annual meeting of the Members; minutes of any special meeting when such statement is requested in writing by one-fourth (1/4) of the Type A Members; and to keep adequate and correct books and records of account, minutes of proceedings of its Board and committees and a roll of its Members giving their names and addresses and classes of membership;
- (g) Supervision. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (h) Review of Financial Records. Review on at least a quarterly basis a current reconciliation of the Association's operating and reserve accounts, the current year's actual reserve revenues and expenses compared to the current year's budget and an income and expense statement for the Association's operating and reserve accounts. In addition, the Board shall review the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts. For purposes herein, "reserve accounts" shall mean monies that the Association's Board has identified for use to defray the future repair or replacement of, or additions to, these major components, which the Association is obligated to maintain.
- (i) Reserve Account Withdrawal Restrictions. Require that at least two (2) signatures are needed for the withdrawal of monies from the Association's reserve accounts, at least one (1) of whom shall be a member of the Board. One (1) signature may be that of the Association's manager or such manager's designee.
- (j) Reserve Account Fund Management. Expend funds designated as reserve funds for the repair, restoration, replacement or maintenance of, or litigation involving the repair, restoration, replacement or maintenance of, major components that the Association is obligated to repair, restore, replace or maintain and for which the reserve fund was established, but for no other purpose.

(k) Reserve Studies. The Board shall Cause an independent analysis of the reserve component of the operating budget to be conducted at least once every five (5) years to confirm that component replacement costs and useful lives are accurately reflected in the reserve allocation.

7.2 Powers. The Board of Directors shall have power to:

(a) Manager. Employ a manager as provided in the Declaration;

(b) Adoption of Rules. Adopt rules in accordance with the Declaration, including rules setting aside Common Area parking spaces as handicap parking only, and adopt rules limiting the number of cars that will be permitted to be parked in the Common Area parking spaces;

(c) Assessments, Liens and Fines. Levy and collect Assessments and impose fines as provided in the Declaration.

(d) Enforcement. Enforce these Bylaws and/or the Declaration as provided in Article 13 of the Declaration.

(e) Contracts. Contract for goods and/or services in accordance with the Declaration.

(f) Delegation. Delegate its authority and powers to committees, officers or employees of the Association or to a manager employed by the Association. The Board may not delegate the authority to procure insurance; to make capital expenditures for additions or improvements chargeable against the reserve funds; to conduct hearings concerning compliance by an Owner or his tenant, lessee, guest or invitee with the Declaration or rules and regulation promulgated by the Board; to make a decision to levy monetary fines, impose Special Assessments against individual Units, temporarily suspend an Owner's rights as a Member of the Association or otherwise impose discipline following any such hearing; to make a decision to levy Annual, Special or Emergency Special Assessments; or to make a decision to bring suit, record a claim of lien or institute foreclosure proceedings for default in payment of Assessments. Any such delegation shall be revocable by the Board at any time. The members of the Board, individually or collectively, shall not be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board.

(g) Appointment of Trustee. Appoint a trustee as provided in the Declaration (the "Trustee").

(h) Borrowings. Borrow money (i) for the purpose of improving the Development, or any portion thereof, (ii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Development, (iii) for providing services authorized herein, and, (iv) to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association will be subject and subordinate to any and all rights, interest, options, licenses, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

(i) Other Powers. In addition to any other power contained herein or in the Declaration, exercise the powers granted to a nonprofit mutual benefit corporation as enumerated in the Act.

7.3 Prohibited Acts. The Board shall not take any of actions prohibited of it under the Declaration except with the vote or written consent of a majority of the Members other than Declarant.

ARTICLE 8

OFFICERS AND THEIR DUTIES

8.1 Enumeration of Officers. The officers of this Association shall be a President and Secretary, who shall at all times be members of the Board of Directors, a Vice President, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

8.2 Election of Officers. Declarant shall have the sole right to appoint and remove officers during the Declarant Control Period. Thereafter, all officers shall hold office at the pleasure of the Board.

8.3 Term. The Board shall elect the officers of this Association annually and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board, but not from the Board, if the officer is also a Board member. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

8.7 Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all promissory notes. The President shall have the general powers and duties of management usually vested in the office of the President of a South Carolina Nonprofit Corporation and shall have such powers and duties as may be prescribed by the Board or by these Bylaws.

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

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with the addresses and perform such other duties as required by the Board. The ministerial functions of the Secretary in recording votes, keeping minutes, sending notices and keeping the records of names and addresses of Members may be delegated to an Association manager.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; shall keep proper books of account; and shall prepare and shall distribute budgets and statements. The ministerial functions of the Treasurer in sending Assessment notices, receiving and depositing Assessments, keeping books and ledgers of account, and preparing and distributing budgets and statements may be delegated to an Association manager.

ARTICLE 9

COMMITTEES

9.1 Appointment. A Design Review Committee may be appointed as provided in the Declaration, and a Nominating Committee may, in the discretion of the Board, shall be appointed as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose. No committee, regardless of Board resolution, may: (a) take any final action on matters which, under the Act also requires Members' approval; (b) fill vacancies on the Board of Directors or in any committee; (c) amend or repeal Bylaws or adopt new Bylaws; (d) amend or repeal any resolution of the Board of Directors; (e) appoint any other committees of the Board of Directors or the members of those committees; (f) approve any transaction to which the Association is a party and in which one (1) or more Directors or committee members have a material financial interest.

ARTICLE 10

BOOKS AND RECORDS

10.1 Inspection by Members. The membership register (including names, mailing addresses, telephone numbers and voting rights), books of account and minutes of meetings of the Members, of the Board (including drafts and summaries) and of committees shall be made available for inspection and copying by any Member, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within the Development as the Board shall prescribe. Board minutes shall be available to Members within thirty (30) days of the meeting, and shall be distributed to any Member upon request and upon reimbursement of the costs in making that distribution.

10.2 Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (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 by a Member.

10.3 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 copies of documents, at the expense of the Association.

10.4 Documents Provided by Board. Upon written request, the Board shall, within ten (10) days of the mailing or delivery of such request, provide an Owner with a copy of the governing documents of the Development, a copy of the most recent budget and statements of the Association and a true statement in writing from an authorized representative of the Association as to the amount of the Association's current Annual and Special Assessments and fees, as well as any Assessments levied upon the Owner's interest which, as of the date of the statement, are or may be made a lien upon the Owner's Units. The Board may impose a fee for providing the foregoing that may not exceed the reasonable cost to prepare and reproduce the requested documents.

ARTICLE 11

MISCELLANEOUS

11.1 Amendments. Prior to close of the sale of the first Unit, Declarant may amend these Bylaws. After sale of the first Unit these Bylaws may be amended, only as provided in the Declaration or in the Act.

11.2 Conflicts. In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

11.3 Fiscal Year. Unless directed otherwise by the Board, the fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

EXHIBIT C

PROCEDURES FOR NON-EXEMPT CLAIMS

ARTICLE 1

MANDATORY PROCEDURES FOR NON-EXEMPT CLAIMS. ANY CLAIMANT WITH A CLAIM AGAINST A RESPONDENT SHALL COMPLY WITH THE FOLLOWING PROCEDURES

1.1 **Notice.** Within a reasonable time after the Claim in question has arisen, and in each event prior to the date when institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitation, Claimant will notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely:

(i) the nature of the Claim, including applicable date, time, location, persons involved, Respondent's role in the Claim and the provisions of the Declaration or other authority out of which the Claim arises:

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

(iii) 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.

1.2 **Negotiation.**

(a) Each Claimant and Respondent (the "**Parties**") will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation, not later than 30 days following the Notice, unless otherwise agreed by the Parties.

(b) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint an attorney licensed to practice law in the State of South Carolina to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes his or her efforts will be beneficial to the Parties. Such an attorney will have been actively engaged in the practice of law for at least fifteen (15) years, specializing in commercial transactions with substantial experience in planned real estate developments and will not have a conflict of interest with any of the Parties.

1.3 **Final and Binding Arbitration.**

(a) If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("**Termination of Negotiation**"), a Claimant will have 30 days within which to submit the Claim to binding arbitration under the auspices and the Commercial Arbitration Rules of the American Arbitration Association; and in accordance with the substantive and procedural laws of the state of South Carolina, except as said rules, procedures and substantive laws are applied otherwise as follows:

(i) Unless the parties mutually set another date, within ten (10) days following Termination of Negotiation, Claimant and Respondent will jointly select one arbitrator, whose decision will be absolutely binding on all Parties; provided, however, if Claimant and Respondent are unable to jointly select one arbitrator within said ten (10)-day period, or on or

before any later day set by them by which to select an arbitrator, the arbitrator will be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will be conducted in Columbia, South Carolina, before a neutral person who is a member of the Bar of the State of South Carolina, who has been actively engaged in the practice of law for at least fifteen (15) years, specializing in commercial transactions with substantial experience in planned real estate developments and who has no conflict of interest with any Party. The arbitrator may award any remedy or relief that a court of the State of South Carolina could order or grant, including, without limitation, specific performance of any obligation created under these CC&Rs, or the issuance of an injunction, as well as the imposition of sanctions for abuse or frustration of the arbitration process; provided, however, the arbitrator will have no authority to award punitive damages or any other damages not measured by the actual damages of the "Prevailing Party," as said term is hereinafter defined, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of these CC&Rs.

(ii) In the event Claimant does not submit the Claim to binding arbitration as aforesaid, the Claim is deemed abandoned, and Respondent is released and discharged from any and all liability to Claimant arising out of the Claim; provided, nothing herein will release or discharge Respondent from any liability to a person not a Party to the foregoing proceedings, or the mandatory requirements of this Paragraph 1.3 with respect to any subsequently arising new dispute or claim by the Claimant which is identical or similar to the Claim previously deemed abandoned under this Paragraph 1.3(b).

This paragraph is an agreement of the Bound Parties to arbitrate all Claims against Respondent, except Exempt Claims, and is specifically enforceable under South Carolina law. The arbitration award (the "Award") is final and binding on the Parties, and judgment upon the Award rendered by the arbitrator may be entered upon it in any court of competent jurisdiction.

ARTICLE 2

ALLOCATION OF COSTS OF RESOLVING CLAIMS

2.1 Costs of Notice and Negotiation. Each Party will bear all of its own costs incurred prior to and during the proceedings described in Paragraphs 1.1 and 1.2, including the fees of its attorney or other representative. Claimant and Respondent will share equally the costs and expenses of any attorney appointed by the Board pursuant to Paragraph 1.2, whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the Board is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses.

2.2 Arbitration Costs. In the event the Claim proceeds to arbitration pursuant to Paragraph 1.2, the "Prevailing Party," as hereinafter defined, will receive from the non-Prevailing Party, all of its costs and expenses, including reasonable expert and attorney's fees, incurred from commencement of selection of the arbitrator under Paragraph 1.3 to the issuance of the Award. Furthermore, the non-Prevailing Party will pay all costs and expenses of the arbitration, including the costs and expenses of any attorney appointed by American Arbitration Association pursuant to Paragraph 1.3, whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the American Arbitration Association is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses. The "Prevailing Party" will be determined as follows:

(a) Not less than ten (10) days prior to the first day of the proceeding, a Party or Parties may file and serve on the other Party(ies) an offer of settlement, and within five (5) days thereafter the Party(ies) served may respond by filing and serving such Party(ies) its own offer of settlement. An offer of settlement will state that it is made under this paragraph and will specify the amount which the Party(ies) serving the settlement offer is/are willing to agree constitutes a settlement of all claims in dispute, including the Claim and all counterclaims.

(b) An offer of settlement is considered rejected by the recipient unless an acceptance, in writing, is served on the Party(ies) making the offer prior to the first day of the proceeding.

(c) If an offer of settlement is rejected, it may not be referred to for any purpose in the proceeding, but may be considered solely for the purpose of awarding fees, costs and expenses of the proceeding under Paragraph 1.3 and as provided in this paragraph.

(d) If the Claimant makes no written offer of settlement, the amount of the Claim made or asserted by the Claimant during the action is deemed to be such Claimant's final offer of settlement hereunder.

(e) If the Respondent makes no written offer of settlement, the final offer of settlement by the Respondent will be the amount asserted during the action to be due in satisfaction of the Claimant's claims, otherwise the Respondent's offer of settlement hereunder is deemed to be zero.

(f) If the respondent asserts a counterclaim, then offers of settlement shall take into consideration such counterclaim in the manner above provided. Furthermore, any Award shall also take into account such counterclaim.

(g) The Party(ies) whose offer, made or deemed made, is closer to the Award granted in the proceeding is considered the "Prevailing Party" hereunder. If the difference between Claimant's and Respondent's offers and the Award is equal, neither Claimant nor Respondent is considered to be the Prevailing Party for purposes of determining the award of fees, costs and expenses of arbitration.

ARTICLE 3

ENFORCEMENT OF RESOLUTION

IF THE PARTIES AGREE TO RESOLVE ANY CLAIM THROUGH NEGOTIATION IN ACCORDANCE WITH PARAGRAPH 1.2 AND ANY PARTY THEREAFTER FAILS TO ABIDE BY THE TERMS OF THE AGREEMENT REACHED THROUGH NEGOTIATION, OR IF, FOLLOWING ARBITRATION, ANY PARTY THEREAFTER FAILS TO COMPLY WITH THE AWARD, THEN ANY OTHER PARTY MAY FILE SUIT OR INITIATE ADMINISTRATIVE PROCEEDINGS TO ENFORCE THE AGREEMENT OR AWARD WITHOUT THE NEED TO AGAIN COMPLY WITH THE PROCEDURES SET FORTH IN SECTION 14.3 OF THE DECLARATION. IN SUCH EVENT, THE PARTY TAKING ACTION TO ENFORCE THE AGREEMENT OR AWARD IS ENTITLED TO RECOVER FROM THE NONCOMPLYING PARTY (OR IF MORE THAN ONE NONCOMPLYING PARTY, FROM ALL THE PARTIES JOINTLY AND SEVERALLY) ALL COSTS INCURRED IN ENFORCING THE AGREEMENT OR AWARD, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS.

EXHIBIT D**DISTRICT PROPERTY****TRACT 3: (includes The Neighborhood and High Pointe Subdivisions located within the boundary of Parcel A as set forth below)**

All that certain piece, parcel or tract of land, situate, lying and being in the Town of Blythewood in the County of Richland, State of South Carolina and being shown and designated as **PARCEL A** on a plat prepared for Ginn-LA University Club Ltd., LLLP by Survey and Mapping Services, Inc. dated October 29, 1997, last revised January 21, 2004, recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1913**, being further delineated and described as follows:

Parcel A:

Commencing at a point labeled "POB" and running S 77° 21'58" W along lands now or formerly of Sandy Level Baptist Church for 281.20' to an iron pin; thence turning and running N 89° 38' 42" W for 396.40' to an iron pin; thence N 89° 48' 23" W for 503.57' to an iron pin; thence N 89° 46'56" W for 225.32' to an iron pin; thence running S 89° 52' 24" W for 929.60' to an iron pin; thence turning and running S 09° 00'00" E for 967.35' to an iron pin; thence N 86° 05' 24" W for 33.46' to an iron pin; thence N 84° 54' 15" W for 202.75' to an iron pin; thence N 82° 07'43" W for 193.39' to an iron pin; thence turning and running N 09° 08' 22" W for 1137.86' to an iron pin; thence N 06° 52'03" W for 300.14' to a point; thence N 00° 05'39" W for 376.76' to a point; thence N 04° 25'29" E for 494.83' to a point; thence N 01° 05'58" W for 301.42' to a point; thence N 10° 08'09" W for 307.23' to a point; thence N 18° 11'49" W for 235.72' to an iron pin; thence N 22° 43' 49" W for 107.42' to an iron pin; thence turning and running S 33° 54' 18" E for 109.08' to an iron pin; thence turning and running N 28° 31'48" E for 273.90' to an iron pin; thence N 03° 50' 11" W for 555.37' to an iron pin; thence turning and running N 80°05'44" E for a distance of 240.10' to a point; thence turning and running N 09°53'00" W for a distance of 234.00' to a point; thence turning and running S 80°07'19" W for a distance of 215.30' to a point; thence N 03° 50' 11" W for 312.87' to an iron pin; thence N 32° 05' 43" E for 453.96' to an iron pin; thence turning and running N 47° 43' 08" W for 300.17 feet to an iron pin; thence S 83°52'37" E, a distance of 108.10'; thence S 52°27'47" E, a distance of 192.73'; thence S 17°57'35" E, a distance of 131.77'; thence S 21°30'47" E, a distance of 50.58'; thence S 36°44'39" W, a distance of 53.54'; thence S 8°02'34" W, a distance of 95.13'; thence S 29°48'40" E, a distance of 116.68'; thence S 11°31'03" W, a distance of 74.93'; thence S 4°40'09" E, a distance of 133.45'; thence S 64°10'46" E, a distance of 186.89'; thence S 83°09'43" E, a distance of 140.96'; thence S 58°19'35" E, a distance of 92.34'; thence S 75°25'10" E, a distance of 83.29'; thence S 35°07'59" E, a distance of 76.39'; thence S 18°22'40" E, a distance of 135.15'; thence S 16°47'38" E, a distance of 97.66'; thence S 42°38'10" E, a distance of 68.06'; thence N 86°24'56" W, a distance of 200.92'; thence S 83°19'44" W, a distance of 187.14'; thence S 7°20'55" E, a distance of 113.86'; thence S 66°11'43" W, a distance of 56.94'; thence S 4°15'57" E, a distance of 88.11'; thence S 69°37'34" W, a distance of 105.88'; thence S 32°36'24" W, a distance of 79.16'; thence S 10°51'11" E, a distance of 391.63'; thence S 31°48'47" E, a distance of 538.76'; thence N 55°03'33" E, a distance of 183.21'; thence N 41°05'38" E, a distance of 338.60'; thence S 48°52'10" E, a distance of 158.46'; thence S 18°12'51" E for a distance of 235.07'; thence S 41°07'12" W, a distance of 103.97'; thence S 56°25'26" W, a distance of 53.54'; thence S 46°36'09" W, a distance of 158.23'; thence S 17°10'37" W, a distance of 182.37'; thence S 13°15'53" W, a distance of 91.21'; thence S 1°19'11" E, a distance of 51.00'; thence S 24°32'35" W, a distance of 94.96'; thence S 8°26'55" W, a distance of 116.02'; thence S 4°28'35" E, a distance of 114.32'; thence S 19°26'34" E, a distance of 129.36'; thence S 9°51'04" E, a distance of 158.09'; thence N 71°53'32" W, a distance of 61.71'; thence S 61°16'26" W, a distance of 59.72'; thence S 57°29'54" W, a distance of 22.67'; thence S 15°48'24" W, a distance of 90.71'; thence S 18° 17'27" E, a distance of 53.50'; thence S 41°52'07" E, a distance of 82.25'; thence S 42°00'17" E, a distance of 110.68'; thence S 38°15'26" E, a distance of 165.71'; thence S 35°17'21" E, a distance of 130.13'; thence N 87°01'24" E, a distance of 88.60'; thence N 77°27'24" E, a distance of 96.62'; thence N 67°32'10" E, a distance of 128.48'; thence S 78°18'56" E, a distance of 115.57'; thence N 14°35'42" E, a distance of 225.81'; thence N 0°07'43" W, a distance of 180.16'; thence N 24°51'59" E, a distance of 202.76'; thence N 7°52'04" E, a distance of 128.19'; thence N 27°36'42" E, a distance of 51.46'; thence N 12°28'48" E, a distance of 135.34'; thence N 0°07'45" W, a distance of 164.91'; thence N 25°59'30" E, a distance of 84.86'; thence N

EXHIBIT D (continued)

3°24'06" E, a distance of 54.85'; thence N 46°09'31" E, a distance of 77.60'; thence N 9°07'57" W, a distance of 196.26'; thence N 74°03'44" E, a distance of 139.81'; thence S 48°28'59" E, a distance of 114.82'; thence S 42°12'13" E, a distance of 125.18'; thence S 52°02'05" E, a distance of 81.74'; thence S 36°10'07" E, a distance of 154.91'; thence S 60°23'06" E, a distance of 98.49'; thence S 31°53'29" E, a distance of 201.29'; thence S 79°32'20" E, a distance of 104.16' to the point of curvature of a curve, concave to the northeast, having a radius of 231.68' a central angle of 46°58'07", and a chord of 184.65' bearing S 33°54'38" E; thence southerly along said curve, a distance of 189.92'; thence S 06°44'05" W for a distance of 151.93' to a point; thence S 44°32'57" W for a distance of 168.49' to a point; thence S 62°40'22" E for a distance of 188.92' to a point; thence turning and running S 18°14'47" W for a distance of 177.80' to a point; thence turning and running S 25°01'41" E for a distance of 109.07' to a point; thence S 11°37'45" E for a distance of 194.17' to a point which is the point of beginning.

Said described Parcel A containing **108.39 ACRES**, more or less (which includes Option Parcel One containing 3.0 acres).

EXHIBIT E

EXISTING DECLARANT UNITS

<u>Subdivision</u>	<u>Lot and Phase/Block</u>	<u>Plat Reference</u>	<u>TMS No.</u>
High Pointe	Lot 18, Phase IIA	Record Book 279 at page 900	15202-09-07
High Pointe	Lot 20, Phase IIA	Record Book 279 at page 900	15202-09-09
High Pointe	Lot 28, Phase IIA	Record Book 279 at page 900	15201-08-10
High Pointe	Lot 29, Phase IIA	Record Book 279 at page 900	15201-08-09
High Pointe	Lot 31, Phase IIA	Record Book 279 at page 900	15201-08-07
High Pointe	Lot 32, Phase IIA	Record Book 279 at page 900	15201-08-06

EXHIBIT E (continued)

<u>Subdivision</u>	<u>Lot and Phase/Block</u>	<u>Plat Reference</u>	<u>TMS No.</u>
The Neighborhood	Lot 20, Block A	Record Book 126 at page 843	15202-04-05
The Neighborhood	Lot 21, Block A	Record Book 126 at page 843	15202-04-04
The Neighborhood	Lot 22, Block A	Record Book 126 at page 843	15202-04-03
The Neighborhood	Lot 23, Block A	Record Book 126 at page 843	15202-04-02
The Neighborhood	Lot 26, Block A	Record Book 126 at page 843	15202-02-07
The Neighborhood	Lot 27, Block A	Record Book 126 at page 843	15202-02-06
The Neighborhood	Lot 28, Block A	Record Book 126 at page 843	15202-02-05
The Neighborhood	Lot 29, Block A	Record Book 126 at page 843	15202-02-04
The Neighborhood	Lot 30, Block A	Record Book 126 at page 843	15202-02-03
The Neighborhood	Lot 31, Block A	Record Book 126 at page 843	15202-02-02
The Neighborhood	Lot 32, Block A	Record Book 126 at page 843	15202-02-01
The Neighborhood	Lot 33, Block A	Record Book 126 at page 843	15202-05-01
The Neighborhood	Lot 34, Block A	Record Book 126 at page 843	15202-05-02
The Neighborhood	Lot 35, Block A	Record Book 126 at page 843	15202-05-03
The Neighborhood	Lot 39, Block A	Record Book 126 at page 843	15202-05-05
The Neighborhood	Lot 40, Block A	Record Book 126 at page 843	15202-06-04
The Neighborhood	Lot 41, Block A	Record Book 126 at page 843	15202-06-03
The Neighborhood	Lot 42, Block A	Record Book 126 at page 843	15202-06-02
The Neighborhood	Lot 46, Block A	Record Book 126 at page 843	15202-07-03
The Neighborhood	Lot 47, Block A	Record Book 126 at page 843	15202-07-04

EXHIBIT E (continued)

<u>Subdivision</u>	<u>Lot and Phase/Block</u>	<u>Plat Reference</u>	<u>TMS No.</u>
The Neighborhood	Lot 57, Block A	Record Book 126 at page 843	15202-06-07
The Neighborhood	Lot 58, Block A	Record Book 126 at page 843	15202-06-06
The Neighborhood	Lot 59, Block A	Record Book 126 at page 843	15202-06-05
The Neighborhood	Lot 60, Block A	Record Book 126 at page 843	15201-01-03
The Neighborhood	Lot 71, Block A	Record Book 126 at page 843	15201-02-09
The Neighborhood	Lot 76, Block A	Record Book 126 at page 843	15201-01-05
The Neighborhood	Lot 77, Block A	Record Book 126 at page 843	15201-01-04
The Neighborhood	Lot 78, Block A	Record Book 126 at page 843	15201-03-03
The Neighborhood	Lot 79, Block A	Record Book 126 at page 843	15201-03-02
The Neighborhood	Lot 82, Block A	Record Book 126 at page 843	15201-04-02
The Neighborhood	Lot 83, Block A	Record Book 126 at page 843	15201-04-03
The Neighborhood	Lot 84, Block A	Record Book 126 at page 843	15201-04-04
The Neighborhood	Lot 93, Block A	Record Book 126 at page 843	15201-03-05
The Neighborhood	Lot 94, Block A	Record Book 126 at page 843	15201-03-04
The Neighborhood	Lot 95, Block A	Record Book 126 at page 843	15201-05-03
The Neighborhood	Lot 96, Block A	Record Book 126 at page 843	15201-05-02
The Neighborhood	Lot 98, Block A	Record Book 126 at page 843	15201-06-01
The Neighborhood	Lot 99, Block A	Record Book 126 at page 843	15201-06-02
The Neighborhood	Lot 102, Block A	Record Book 126 at page 843	15201-06-05
The Neighborhood	Lot 103, Block A	Record Book 126 at page 843	15201-06-06

EXHIBIT F**NEW UNITS****LEGAL DESCRIPTION**

All that certain piece, parcel or tract of land, situate, lying and being in the Town of Blythewood in the County of Richland, State of South Carolina and being shown and designated as **PARCEL A** on a plat prepared for Ginn-LA University Club Ltd., LLLP by Survey and Mapping Services, Inc. dated October 29, 1997, last revised January 21, 2004, recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in **Record Book 898 at page 1913**, being further delineated and described as follows:

Commencing at a point labeled "POB" and running S 77° 21' 58" W along lands now or formerly of Sandy Level Baptist Church for 281.20' to an iron pin; thence turning and running N 89° 38' 42" W for 396.40' to an iron pin; thence N 89° 48' 23" W for 503.57' to an iron pin; thence N 89° 46' 56" W for 225.32' to an iron pin; thence running S 89° 52' 24" W for 929.60' to an iron pin; thence turning and running S 09° 00' 00" E for 967.35' to an iron pin; thence N 86° 05' 24" W for 33.46' to an iron pin; thence N 84° 54' 15" W for 202.75' to an iron pin; thence N 82° 07' 43" W for 193.39' to an iron pin; thence turning and running N 09° 08' 22" W for 1137.86' to an iron pin; thence N 06° 52' 03" W for 300.14' to a point; thence N 00° 05' 39" W for 376.76' to a point; thence N 04° 25' 29" E for 494.83' to a point; thence N 01° 05' 58" W for 301.42' to a point; thence N 10° 08' 09" W for 307.23' to a point; thence N 18° 11' 49" W for 235.72' to an iron pin; thence N 22° 43' 49" W for 107.42' to an iron pin; thence turning and running S 33° 54' 18" E for 109.08' to an iron pin; thence turning and running N 28° 31' 48" E for 273.90' to an iron pin; thence N 03° 50' 11" W for 555.37' to an iron pin; thence turning and running N 80° 05' 44" E for a distance of 240.10' to a point; thence turning and running N 09° 53' 00" W for a distance of 234.00' to a point; thence turning and running S 80° 07' 19" W for a distance of 215.30' to a point; thence N 03° 50' 11" W for 312.87' to an iron pin; thence N 32° 05' 43" E for 453.96' to an iron pin; thence turning and running N 47° 43' 08" W for 300.17 feet to an iron pin; thence S 83° 52' 37" E, a distance of 108.10'; thence S 52° 27' 47" E, a distance of 192.73'; thence S 17° 57' 35" E, a distance of 131.77'; thence S 21° 30' 47" E, a distance of 50.58'; thence S 36° 44' 39" W, a distance of 53.54'; thence S 8° 02' 34" W, a distance of 95.13'; thence S 29° 48' 40" E, a distance of 116.68'; thence S 11° 31' 03" W, a distance of 74.93'; thence S 4° 40' 09" E, a distance of 133.45'; thence S 64° 10' 46" E, a distance of 186.89'; thence S 83° 09' 43" E, a distance of 140.96'; thence S 58° 19' 35" E, a distance of 92.34'; thence S 75° 25' 10" E, a distance of 83.29'; thence S 35° 07' 59" E, a distance of 76.39'; thence S 18° 22' 40" E, a distance of 135.15'; thence S 16° 47' 38" E, a distance of 97.66'; thence S 42° 38' 10" E, a distance of 68.06'; thence N 86° 24' 56" W, a distance of 200.92'; thence S 83° 19' 44" W, a distance of 187.14'; thence S 7° 20' 55" E, a distance of 113.86'; thence S 66° 11' 43" W, a distance of 56.94'; thence S 4° 15' 57" E, a distance of 88.11'; thence S 69° 37' 34" W, a distance of 105.88'; thence S 32° 36' 24" W, a distance of 79.16'; thence S 10° 51' 11" E, a distance of 391.63'; thence S 31° 48' 47" E, a distance of 538.76'; thence N 55° 03' 33" E, a distance of 183.21'; thence N 41° 05' 38" E, a distance of 338.60'; thence S 48° 52' 10" E, a distance of 158.46'; thence S 18° 12' 51" E for a distance of 235.07'; thence S 41° 07' 12" W, a distance of 103.97'; thence S 56° 25' 26" W, a distance of 53.54'; thence S 46° 36' 09" W, a distance of 158.23'; thence S 17° 10' 37" W, a distance of 182.37'; thence S 13° 15' 53" W, a distance of 91.21'; thence S 1° 19' 11" E, a distance of 51.00'; thence S 24° 32' 35" W, a distance of 94.96'; thence S 8° 26' 55" W, a distance of 116.02'; thence S 4° 28' 35" E, a distance of 114.32'; thence S 19° 26' 34" E, a distance of 129.36'; thence S 9° 51' 04" E, a distance of 158.09'; thence N 71° 53' 32" W, a distance of 61.71'; thence S 61° 16' 26" W, a distance of 59.72'; thence S 57° 29' 54" W, a distance of 22.67'; thence S 15° 48' 24" W, a distance of 90.71'; thence S 18° 17' 27" E, a distance of 53.50'; thence S 41° 52' 07" E, a distance of 82.25'; thence S 42° 00' 17" E, a distance of 110.68'; thence S 38° 15' 26" E, a distance of 165.71'; thence S 35° 17' 21" E, a distance of 130.13'; thence N 87° 01' 24" E, a distance of 88.60'; thence N 77° 27' 24" E, a distance of 96.62'; thence N 67° 32' 10" E, a distance of 128.48'; thence S 78° 18' 56" E, a distance of 115.57'; thence N 14° 35' 42" E, a distance of 225.81'; thence N 0° 07' 43" W, a distance of 180.16'; thence N 24° 51' 59" E, a distance of 202.76'; thence N 7° 52' 04" E, a distance of 128.19'; thence N 27° 36' 42" E, a distance of 51.46'; thence N 12° 28' 48" E, a distance of 135.34'; thence N 0° 07' 45" W, a distance of 164.91'; thence N 25° 59' 30" E, a distance of 84.86'; thence N 3° 24' 06" E, a distance of 54.85'; thence N 46° 09' 31" E, a distance of 77.60'; thence N 9° 07' 57" W, a distance of 196.26'; thence N 74° 03' 44" E, a distance of 139.81'; thence S 48° 28' 59" E, a distance of 114.82'; thence S 42° 12' 13" E, a distance of 125.18'; thence S 52° 02' 05" E, a distance of 81.74'; thence S 36° 10' 07" E, a distance of 154.91'; thence S 60° 23' 06" E, a distance of 98.49'; thence S 31° 53' 29" E, a distance of 201.29'; thence S 79° 32' 20" E, a distance of 104.16' to the point of curvature of a curve, concave to the northeast, having a radius of 231.68' a central angle of 46° 58' 07", and a

chord of 184.65' bearing S 33°54'38" E; thence southerly along said curve, a distance of 189.92'; thence S 06°44'05" W for a distance of 151.93' to a point; thence S 44°32'57" W for a distance of 168.49' to a point; thence S 62°40'22" E for a distance of 188.92' to a point; thence turning and running S 18°14'47" W for a distance of 177.80' to a point; thence turning and running S 25°01'41" E for a distance of 109.07' to a point; thence S 11°37'45" E for a distance of 194.17' to a point which is the point of beginning.

Said described Parcel A containing 108.39 ACRES, more or less (which includes Option Parcel One containing 3.0 acres).

LESS AND EXCEPTING FROM PARCEL A THE FOLLOWING LOTS:

Subdivision	Lot and Phase/Block	Plat Reference	TMS No.
High Pointe	Greenway	Record Book 279 at page 900	15201-07-01
High Pointe	Lot 1, Phase IIA	Record Book 279 at page 900	15201-07-02
High Pointe	Lot 2, Phase IIA	Record Book 279 at page 900	15201-07-03
High Pointe	Lot 3, Phase IIA	Record Book 279 at page 900	15201-07-04
High Pointe	Lot 4, Phase IIA	Record Book 279 at page 900	15201-07-05
High Pointe	Lot 5, Phase IIA	Record Book 279 at page 900	15201-07-06
High Pointe	Lot 6, Phase IIA	Record Book 279 at page 900	15201-07-07
High Pointe	Lot 7, Phase IIA	Record Book 279 at page 900	15201-07-08
High Pointe	Lot 8, Phase IIA	Record Book 279 at page 900	15201-07-09
High Pointe	Lot 9, Phase IIA	Record Book 279 at page 900	15201-07-10
High Pointe	Lot 10, Phase IIA	Record Book 279 at page 900	15201-07-11
High Pointe	Lot 11, Phase IIA	Record Book 279 at page 900	15201-07-12
High Pointe	Lot 12, Phase IIA	Record Book 279 at page 900	15201-07-13
High Pointe	High Pointe Drive	Record Book 279 at page 900	15201-09-01
	High Pointe Lane		
High Pointe	Lot 13, Phase IIA	Record Book 279 at page 900	15202-09-01
High Pointe	Lot 14, Phase IIA	Record Book 279 at page 900	15202-09-02
High Pointe	Lot 15, Phase IIA	Record Book 279 at page 900	15202-09-03
High Pointe	Buffer Lot	Record Book 279 at page 900	15201-09-04
High Pointe	Lot 16, Phase IIA	Record Book 279 at page 900	15202-09-05
High Pointe	Lot 17, Phase IIA	Record Book 279 at page 900	15202-09-06
High Pointe	Lot 18, Phase IIA	Record Book 279 at page 900	15202-09-07
High Pointe	Lot 19, Phase IIA	Record Book 279 at page 900	15202-09-08
High Pointe	Lot 20, Phase IIA	Record Book 279 at page 900	15202-09-09
High Pointe	Lot 21, Phase IIA	Record Book 279 at page 900	15202-09-10
High Pointe	Lot 22, Phase IIA	Record Book 279 at page 900	15202-09-11
High Pointe	Lot 23, Phase IIA	Record Book 279 at page 900	15202-09-12
High Pointe	Lot 24, Phase IIA	Record Book 279 at page 900	15201-08-14
High Pointe	Lot 25, Phase IIA	Record Book 279 at page 900	15201-08-13
High Pointe	Lot 26, Phase IIA	Record Book 279 at page 900	15201-08-12
High Pointe	Lot 27, Phase IIA	Record Book 279 at page 900	15201-08-11
High Pointe	Lot 28, Phase IIA	Record Book 279 at page 900	15201-08-10
High Pointe	Lot 29, Phase IIA	Record Book 279 at page 900	15201-08-09
High Pointe	Lot 30, Phase IIA	Record Book 279 at page 900	15201-08-08
High Pointe	Lot 31, Phase IIA	Record Book 279 at page 900	15201-08-07
High Pointe	Lot 32, Phase IIA	Record Book 279 at page 900	15201-08-06
High Pointe	Lot 33, Phase IIA	Record Book 279 at page 900	15201-08-05
High Pointe	Lot 34, Phase IIA	Record Book 279 at page 900	15201-08-04
High Pointe	Lot 35, Phase IIA	Record Book 279 at page 900	15201-08-03
High Pointe	Lot 36, Phase IIA	Record Book 279 at page 900	15201-08-02
High Pointe	Greenway	Record Book 279 at page 900	15201-08-01

EXHIBIT F (continued)**LESS AND EXCEPTING FROM PARCEL A THE FOLLOWING LOTS:**

Subdivision	Lot and Phase/Block	Plat Reference	TMS No.
The Neighborhood	Lot 1, Block A	Record Book 207 at page 630	15201-06-07
	Lot 1-A, Block A		
The Neighborhood	Lot 2, Block A	Record Book 126 at page 843	15201-06-08
	Lot 3, Block A		
The Neighborhood	Lot 4, Block A	Record Book 126 at page 843	15201-06-10
The Neighborhood	Lot 5, Block A	Record Book 126 at page 843	15201-06-11
The Neighborhood	Lot 6, Block A	Record Book 126 at page 843	15201-06-12
The Neighborhood	Lot 7, Block A	Record Book 126 at page 843	15201-06-13
The Neighborhood	Lot 8, Block A	Record Book 126 at page 843	15201-06-14
The Neighborhood	Lot 9, Block A	Record Book 126 at page 843	15201-06-15
The Neighborhood	Lot 10, Block A	Record Book 126 at page 843	15201-06-16
The Neighborhood	Lot 11, Block A	Record Book 126 at page 843	15201-06-17
The Neighborhood	Buffer Area	Record Book 126 at page 843	15202-03-01
The Neighborhood	Lot 12, Block A	Record Book 126 at page 843	15202-03-02
The Neighborhood	Lot 13, Block A	Record Book 126 at page 843	15202-03-03
The Neighborhood	Lot 14, Block A	Record Book 126 at page 843	15202-03-04
The Neighborhood	Lot 15, Block A	Record Book 126 at page 843	15202-03-05
The Neighborhood	Lot 16, Block A	Record Book 126 at page 843	15202-03-06
The Neighborhood	Lot 17, Block A	Record Book 126 at page 843	15202-03-07
The Neighborhood	Lot 18, Block A	Record Book 126 at page 843	15202-03-08
The Neighborhood	Lot 19, Block A	Record Book 126 at page 843	15202-04-06
The Neighborhood	Lot 20, Block A	Record Book 126 at page 843	15202-04-05
The Neighborhood	Lot 21, Block A	Record Book 126 at page 843	15202-04-04
The Neighborhood	Lot 22, Block A	Record Book 126 at page 843	15202-04-03
The Neighborhood	Lot 23, Block A	Record Book 126 at page 843	15202-04-02
The Neighborhood	Lot 24, Block A	Record Book 126 at page 843	15202-04-01
The Neighborhood	Common Area	Record Book 126 at page 843	15202-02-09
The Neighborhood	Lot 25, Block A	Record Book 126 at page 843	15202-02-08
The Neighborhood	Lot 26, Block A	Record Book 126 at page 843	15202-02-07
The Neighborhood	Lot 27, Block A	Record Book 126 at page 843	15202-02-06
The Neighborhood	Lot 28, Block A	Record Book 126 at page 843	15202-02-05
The Neighborhood	Lot 29, Block A	Record Book 126 at page 843	15202-02-04
The Neighborhood	Lot 30, Block A	Record Book 126 at page 843	15202-02-03
The Neighborhood	Lot 31, Block A	Record Book 126 at page 843	15202-02-02
The Neighborhood	Lot 32, Block A	Record Book 126 at page 843	15202-02-01
The Neighborhood	Lot 33, Block A	Record Book 126 at page 843	15202-05-01
The Neighborhood	Lot 34, Block A	Record Book 126 at page 843	15202-05-02
The Neighborhood	Lot 35, Block A	Record Book 126 at page 843	15202-05-03
The Neighborhood	Lot 36, Block A	Record Book 126 at page 843	15202-05-04
The Neighborhood	Lot 37, Block A	Record Book 126 at page 843	15202-05-07
The Neighborhood	Lot 38, Block A	Record Book 126 at page 843	15202-05-06
The Neighborhood	Lot 39, Block A	Record Book 126 at page 843	15202-05-05
The Neighborhood	Lot 40, Block A	Record Book 126 at page 843	15202-06-04
The Neighborhood	Lot 41, Block A	Record Book 126 at page 843	15202-06-03
The Neighborhood	Lot 42, Block A	Record Book 126 at page 843	15202-06-02
The Neighborhood	Lot 43, Block A	Record Book 126 at page 843	15202-06-01
The Neighborhood	Lot 44, Block A	Record Book 126 at page 843	15202-07-01
The Neighborhood	Lot 45, Block A	Record Book 126 at page 843	15202-07-02
The Neighborhood	Lot 46, Block A	Record Book 126 at page 843	15202-07-03
The Neighborhood	Lot 47, Block A	Record Book 126 at page 843	15202-07-04

EXHIBIT F (continued)**LESS AND EXCEPTING FROM PARCEL A THE FOLLOWING LOTS:**

Subdivision	Lot and Phase/Block	Plat Reference	TMS No.
The Neighborhood	Lot 48, Block A	Record Book 126 at page 843	15202-07-05
The Neighborhood	Lot 49, Block A	Record Book 126 at page 843	15202-07-06
The Neighborhood	Lot 50, Block A	Record Book 126 at page 843	15202-07-07
The Neighborhood	Lot 51, Block A	Record Book 126 at page 843	15202-07-08
The Neighborhood	Lot 52, Block A	Record Book 126 at page 843	15202-07-09
The Neighborhood	Lot 53, Block A	Record Book 126 at page 843	15202-07-10
The Neighborhood	Lot 54, Block A	Record Book 126 at page 843	15202-07-11
The Neighborhood	Lot 55, Block A	Record Book 126 at page 843	15202-07-12
The Neighborhood	Lot 56, Block A	Record Book 126 at page 843	15202-06-08
The Neighborhood	Lot 57, Block A	Record Book 126 at page 843	15202-06-07
The Neighborhood	Lot 58, Block A	Record Book 126 at page 843	15202-06-06
The Neighborhood	Lot 59, Block A	Record Book 126 at page 843	15202-06-05
The Neighborhood	Teaching Center	Record Book 126 at page 843	15202-03-28
The Neighborhood	Lot 60, Block A	Record Book 126 at page 843	15201-01-03
The Neighborhood	Lot 61, Block A	Record Book 126 at page 843	15201-01-02
The Neighborhood	Lot 62, Block A	Record Book 126 at page 843	15201-01-01
The Neighborhood	Lot 63, Block A	Record Book 126 at page 843	15201-02-01
The Neighborhood	Lot 64, Block A	Record Book 126 at page 843	15201-02-02
The Neighborhood	Lot 65, Block A	Record Book 126 at page 843	15201-02-03
The Neighborhood	Lot 66, Block A	Record Book 126 at page 843	15201-02-04
The Neighborhood	Lot 67, Block A	Record Book 126 at page 843	15201-02-05
The Neighborhood	Lot 68, Block A	Record Book 126 at page 843	15201-02-06
The Neighborhood	Lot 69, Block A	Record Book 126 at page 843	15201-02-07
The Neighborhood	Lot 70, Block A	Record Book 126 at page 843	15201-02-08
The Neighborhood	Lot 71, Block A	Record Book 126 at page 843	15201-02-09
The Neighborhood	Lot 72, Block A	Record Book 126 at page 843	15201-02-10
The Neighborhood	Lot 73, Block A	Record Book 126 at page 843	15201-02-11
The Neighborhood	Lot 74, Block A	Record Book 126 at page 843	15201-02-12
The Neighborhood	Lot 75, Block A	Record Book 126 at page 843	15201-01-06
The Neighborhood	Lot 76, Block A	Record Book 126 at page 843	15201-01-05
The Neighborhood	Lot 77, Block A	Record Book 126 at page 843	15201-01-04
The Neighborhood	Lot 78, Block A	Record Book 126 at page 843	15201-03-03
The Neighborhood	Lot 79, Block A	Record Book 126 at page 843	15201-03-02
The Neighborhood	Lot 80, Block A	Record Book 126 at page 843	15201-03-01
The Neighborhood	Lot 81, Block A	Record Book 126 at page 843	15201-04-01
The Neighborhood	Lot 82, Block A	Record Book 126 at page 843	15201-04-02
The Neighborhood	Lot 83, Block A	Record Book 126 at page 843	15201-04-03
The Neighborhood	Lot 84, Block A	Record Book 126 at page 843	15201-04-04
The Neighborhood	Lot 85, Block A	Record Book 126 at page 843	15201-04-05
The Neighborhood	Lot 86, Block A	Record Book 126 at page 843	15201-04-06
The Neighborhood	Lot 87, Block A	Record Book 126 at page 843	15201-04-07
The Neighborhood	Lot 88, Block A	Record Book 126 at page 843	15201-04-08
The Neighborhood	Lot 89, Block A	Record Book 126 at page 843	15201-04-09
The Neighborhood	Lot 90, Block A	Record Book 126 at page 843	15201-04-10
The Neighborhood	Lot 91, Block A	Record Book 126 at page 843	15201-04-11
The Neighborhood	Lot 92, Block A	Record Book 126 at page 843	15201-03-06
The Neighborhood	Lot 93, Block A	Record Book 126 at page 843	15201-03-05
The Neighborhood	Lot 94, Block A	Record Book 126 at page 843	15201-03-04
The Neighborhood	Lot 95, Block A	Record Book 126 at page 843	15201-05-03
The Neighborhood	Lot 96, Block A	Record Book 126 at page 843	15201-05-02
The Neighborhood	Lot 97, Block A	Record Book 126 at page 843	15201-05-01

EXHIBIT F (continued)**LESS AND EXCEPTING FROM PARCEL A THE FOLLOWING LOTS:**

Subdivision	Lot and Phase/Block	Plat Reference	TMS No.
The Neighborhood	Lot 98, Block A	Record Book 126 at page 843	15201-06-01
The Neighborhood	Lot 99, Block A	Record Book 126 at page 843	15201-06-02
The Neighborhood	Lot 100, Block A	Record Book 126 at page 843	15201-06-03
The Neighborhood	Lot 101, Block A	Record Book 126 at page 843	15201-06-04
The Neighborhood	Lot 102, Block A	Record Book 126 at page 843	15201-06-05
The Neighborhood	Lot 103, Block A	Record Book 126 at page 843	15201-06-06
The Neighborhood	Links Crossing Drive	Record Book 126 at page 843	15202-08-01
	Veranda Lane		
	Links Walk Lane		
	Golden Spur Lane		
	Alumni Drive		
	Varsity Lane		
The Neighborhood	Lot 11, Block B	Record Book 126 at page 843	15202-01-27
The Neighborhood	Lot 12, Block B	Record Book 126 at page 843	15202-01-26
The Neighborhood	Lot 13, Block B	Record Book 126 at page 843	15202-01-25
The Neighborhood	Lot 14, Block B	Record Book 126 at page 843	15202-01-24
The Neighborhood	Lot 15, Block B	Record Book 126 at page 843	15202-01-23
The Neighborhood	Lot 16, Block B	Record Book 126 at page 843	15202-01-22
The Neighborhood	Lot 17, Block B	Record Book 126 at page 843	15202-01-21
The Neighborhood	Lot 18, Block B	Record Book 126 at page 843	15202-01-20
The Neighborhood	Lot 19, Block B	Record Book 126 at page 843	15202-01-19
The Neighborhood	Lot 20, Block B	Record Book 126 at page 843	15202-01-18
The Neighborhood	Lot 21, Block B	Record Book 126 at page 843	15202-01-17
The Neighborhood	Lot 22, Block B	Record Book 126 at page 843	15202-01-16
The Neighborhood	Lot 23, Block B	Record Book 126 at page 843	15202-01-15
The Neighborhood	Lot 24, Block B	Record Book 126 at page 843	15202-01-14
The Neighborhood	Lot 25, Block B	Record Book 126 at page 843	15202-01-13
The Neighborhood	Lot 26, Block B	Record Book 126 at page 843	15202-01-12
The Neighborhood	Lot 27, Block B	Record Book 126 at page 843	15202-01-11
The Neighborhood	Lot 28, Block B	Record Book 126 at page 843	15202-01-10
The Neighborhood	Lot 29, Block B	Record Book 126 at page 843	15202-01-09
The Neighborhood	Lot 30, Block B	Record Book 126 at page 843	15202-01-08
The Neighborhood	Lot 31, Block B	Record Book 126 at page 843	15202-01-07
The Neighborhood	Lot 32, Block B	Record Book 126 at page 843	15202-01-06
The Neighborhood	Lot 33, Block B	Record Book 126 at page 843	15202-01-05
The Neighborhood	Lot 34, Block B	Record Book 126 at page 843	15202-01-04
The Neighborhood	Lot 35, Block B	Record Book 126 at page 843	15202-01-03
The Neighborhood	Lot 36, Block B	Record Book 126 at page 843	15202-01-02
The Neighborhood	Lot 37, Block B	Record Book 126 at page 843	15202-01-01
The Neighborhood	Buffer Area	Record Book 279 at page 899	15202-03-20
The Neighborhood	Lot 1, Block C	Record Book 279 at page 899	15202-03-21
The Neighborhood	Lot 2, Block C	Record Book 279 at page 899	15202-03-22
The Neighborhood	Lot 3, Block C	Record Book 279 at page 899	15202-03-23
The Neighborhood	Lot 4, Block C	Record Book 279 at page 899	15202-03-24
The Neighborhood	Lot 5, Block C	Record Book 279 at page 899	15202-03-25
The Neighborhood	Lot 6, Block C	Record Book 279 at page 899	15202-03-26
The Neighborhood	Lot 7, Block C	Record Book 279 at page 899	15202-03-27

EXHIBIT F (continued)

LESS AND EXCEPTING FROM PARCEL A ALL LOTS, ROADS, BUFFER AREAS AND COMMON AREAS LOCATED IN THE NEIGHBORHOOD SUBDIVISION AND PHASE IIA HIGH POINTE SUBDIVISION.

This being a portion of the same property conveyed to Ginn-LA University Club Ltd., LLLP by deed from The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in Record Book 898 at page 1946; Quit Claim deed of The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in Record Book 898 at page 1973; and deed of The University Club Land Co., LLC, dated January 30, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in Record Book 898 at page 1966.

TMS No(s): 15200-01-48 and 15200-01-55

EXHIBIT G**EASEMENT TRACTS**

All that certain piece, parcel or tract of land, situate, lying and being near the Town of Blythewood, in the County of Richland, State of South Carolina, and being shown as "University Parkway" and designated as property of Amelia Capital III, LLC on a survey prepared for Ginn-LA University Club Ltd., LLLP, a Georgia limited liability limited partnership, by Survey & Mapping Services of South Carolina, Inc., dated October 29, 1997, last revised January 21, 2004 and recorded January 30, 2004 in the Office of the Register of Deeds for Richland County, SC, in Record Book 898 at Page 1913; and having the following metes and bounds, to wit:

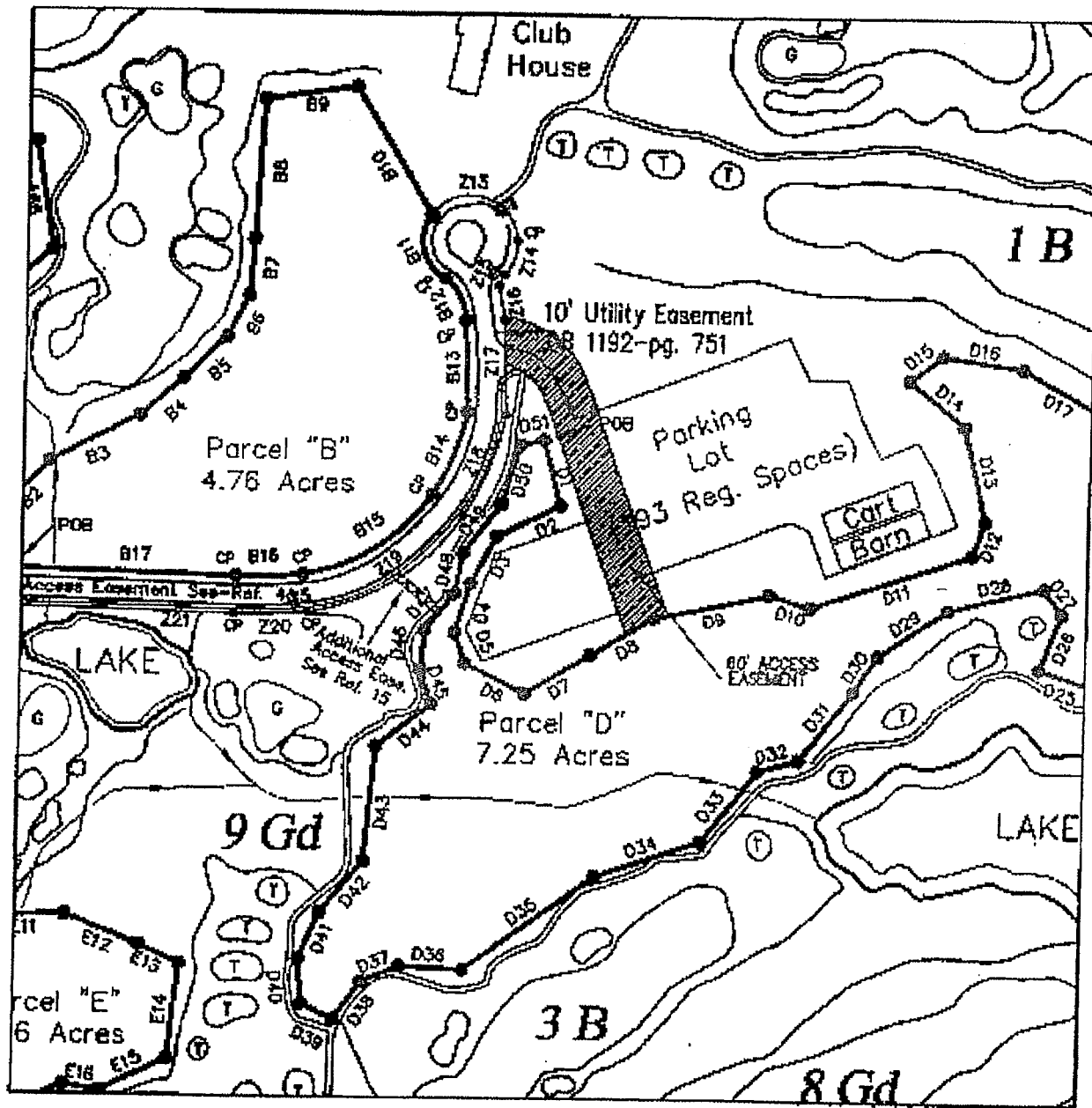
COMMENCE at an iron pin approximately 0.6 miles from the intersection of Blythewood Road (SC Hwy 59) and U.S. Hwy 21; run thence along said right-of-way line of Blythewood Road, South 86 degrees 03 minutes 15 seconds West a distance of 90.31 feet to a point, said point being the TRUE POINT OF BEGINNING. From the True Point of Beginning, as thus established, thence continue along said right-of-way line of Blythewood Road, South 86 degrees 03 minutes 15 seconds West a distance of 195.22 feet to iron pin set; thence leaving said right-of-way line of Blythewood Road, run thence North 03 degrees 54 minutes 47 seconds West a distance of 89.36 feet to a point; thence along an arc of a curve to the left having a radius of 175.00 feet (said arc being subtended by a chord bearing North 16 degrees 10 minutes 21 seconds West and having a length of 74.32 feet) an arc distance of 74.89 feet to a point; thence along the arc of a curve to the right having a radius of 121.00 feet (said arc being subtended by a chord bearing North 05 degrees 19 minutes 23 seconds East and having a length of 134.47 feet) an arc distance of 142.57 feet to a point; thence North 39 degrees 04 minutes 41 seconds East a distance of 23.23 feet to a point; thence along the arc of a curve to the left having a radius of 75.00 feet (said arc being subtended by a chord bearing North 17 degrees 35 minutes 31 seconds East and having a length of 54.94 feet) an arc distance of 56.25 feet to a point; thence North 03 degrees 53 minutes 38 seconds West a distance of 98.10 feet to a point; thence along the arc of a curve to the right having a radius of 525.00 feet (said arc being subtended by a chord bearing North 04 degrees 51 minutes 06 seconds East and having a length of 162.63 feet) an arc distance of 163.29 feet; thence North 16 degrees 15 minutes 42 seconds East a distance of 48.49 feet to a point; thence North 07 degrees 52 minutes 33 seconds East a distance of 286.46 feet to a point; thence along the arc of a curve to the left having a radius of 460.33 feet (said arc being subtended by a chord bearing North 09 degrees 56 minutes 26 seconds West and having a length of 262.29 feet) an arc distance of 265.98 feet to a point; thence North 28 degrees 38 minutes 04 seconds West a distance of 437.30 feet to a point; thence along a curve to the left having a radius of 186.96 feet (said arc being subtended by a chord bearing North 57 degrees 38 minutes 25 seconds West and having a length of 173.94 feet) an arc distance of 180.92 feet to a point; thence North 83 degrees 22 minutes 02 seconds West a distance of 204.13 to a point; thence along an arc of a curve to the right having a radius of 231.68 feet (said arc being subtended by a chord bearing North 70 degrees 31 minutes 27 seconds West and having a length of 105.25 feet) an arc distance of 106.18 feet to a point; thence along an arc of a curve to the right having a radius of 231.68 feet (said arc being subtended by a chord bearing North 33 degrees 54 minutes 38 seconds West and having a length of 184.65 feet) an arc distance of 189.92 feet to a point; thence North 08 degrees 35 minutes 58 seconds West a distance of 199.02 feet to a point; thence along an arc of a curve to the left having a radius of 241.94 feet (said arc being subtended by a chord bearing North 23 degrees 10 minutes 35 seconds West and having a length of 105.72 feet) an arc distance of 106.58 feet to a point; thence North 30 degrees 53 minutes 07 seconds West a distance of 150.63 feet to a point; thence along an arc of a curve to the right having a radius of 306.55 feet (said arc being subtended by a chord bearing North 19 degrees 22 minutes 12 seconds West and having a length of 173.96) an arc distance of 176.38 feet to a point; thence North 04 degrees 49 minutes 13 seconds West a distance of 288.05 feet to a point; thence along an arc of a curve to the left having a radius of 735.72 feet (said arc being subtended by a chord bearing North 08 degrees 19 minutes 52 seconds West and having a length of 88.97 feet) an arc distance of 89.02 feet to a point; thence along an arc of a curve to the left having a radius of 243.39 feet (said arc being subtended by a chord bearing North 39 degrees 08 minutes 28 seconds West and having a length of 196.03 feet) an arc distance of 201.76 feet to a point; thence along an arc of a curve to the left having a radius of 307.39 feet (said arc being subtended by a chord bearing North 73 degrees 43 minutes 28 seconds West and having a length of 115.57 feet) an arc distance of 116.26 feet to a point; South 81 degrees 23 minutes 30 seconds West a distance of 116.06 feet to a point; thence along an arc of a curve to the left having a radius of 70.07 feet (said arc being subtended by a chord bearing South 55 degrees 49 minutes 54 seconds West and having a length of 60.92 feet) an arc distance of 63.03 feet to a point; thence along an arc of a curve to the right having a radius of 56.46 (said arc being subtended by a chord bearing South 70 degrees 57 minutes 29 seconds West and having a length of 85.76 feet) an arc distance of 97.39 feet to a point; thence along an arc of a curve to the right having a radius of 62.81 feet (said arc being subtended by a chord bearing North 10 degrees 40 minutes 14

seconds East and having a length of 117.75 feet) an arc distance of 152.62 feet to a point; thence along an arc of a curve to the right having a radius of 57.58 feet (said arc being subtended by a chord bearing South 75 degrees 44 minutes 00 seconds East and having a length of 46.82 feet) an arc distance of 48.22 feet to a point; thence along an arc of a curve to the right having a radius of 21.88 feet (said arc being subtended by a chord bearing South 72 degrees 16 minutes 05 seconds East and having a length of 15.35 feet) an arc distance of 15.68 feet to a point; thence North 73 degrees 58 minutes 29 seconds East a distance of 43.98 feet to a point; thence North 81 degrees 23 minutes 30 seconds East a distance of 121.90 feet to a point; thence along an arc of a curve to the right having a radius of 357.39 feet (said arc being subtended by a chord bearing South 74 degrees 14 minutes 12 seconds East and having a length of 140.64 feet) an arc distance of 141.56 feet; thence along an arc of a curve to the right having a radius of 293.39 feet (said arc being subtended by a chord bearing South 38 degrees 59 minutes 00 seconds East and having a length of 237.78 feet) an arc distance of 244.83 feet to a point; thence along an arc of a curve to the right having a radius of 785.72 feet (said arc being subtended by a chord bearing South 08 degrees 23 minutes 10 seconds East and having a length of 96.55 feet) an arc distance of 96.61 feet to a point; thence South 04 degrees 49 minutes 02 seconds East a distance of 289.38 feet to a point; thence along an arc of a curve to the left having a radius of 256.55 feet (said arc being subtended by a chord bearing South 19 degrees 33 minutes 34 seconds East and having a length of 147.93 feet) an arc distance of 150.06 feet to a point; thence South 30 degrees 53 minutes 07 seconds East a distance of 150.85 feet to a point; thence along an arc of a curve to the right having a radius of 291.94 feet (said arc being subtended by a chord bearing South 22 degrees 52 minutes 07 seconds East and having a length of 126.25 feet) an arc distance of 127.25 feet to a point; thence South 08 degrees 35 minutes 58 seconds East a distance of 71.97 feet to a point; thence South 08 degrees 35 minutes 58 seconds East a distance of 127.02 feet to a point; thence along an arc of a curve to the left having a radius of 181.68 feet (said arc being subtended by a chord bearing South 47 degrees 10 minutes 35 seconds East and having a length of 216.21 feet) an arc distance of 231.57 feet to a point; thence South 83 degrees 22 minutes 02 seconds East a distance of 203.44 feet; thence along an arc of a curve to the right having a radius of 236.96 feet (said arc being subtended by a chord bearing South 57 degrees 27 minutes 26 seconds East and having a length of 220.17 feet) an arc distance of 228.98 feet to a point; thence South 28 degrees 38 minutes 04 seconds East a distance of 438.74 feet; thence along an arc of a curve to the right having a radius of 510.33 feet (said arc being subtended by a chord bearing South 17 degrees 45 minutes 06 seconds East and having a length of 157.01 feet) an arc distance of 157.64 feet; thence along an arc of a curve to the right having a radius of 510.33 feet (said arc being subtended by a chord bearing South 01 degrees 06 minutes 49 seconds East and having a length of 138.33 feet) an arc distance of 138.75 feet to a point; thence South 07 degrees 52 minutes 33 seconds West a distance of 287.00 feet to a point; thence along an arc of a curve to the left having a radius of 168.37 feet (said arc being subtended by a chord bearing South 09 degrees 38 minutes 03 seconds East and having a length of 73.27 feet) an arc distance of 73.86 feet to a point; thence along an arc of a curve to the right having a radius of 525.00 feet (said arc being subtended by a chord bearing South 10 degrees 35 minutes 34 seconds East and having a length of 122.49 feet) an arc distance of 122.77 feet; thence South 03 degrees 53 minutes 36 seconds East a distance of 99.61 feet to a point; thence along an arc of a curve to the left having a radius of 75.00 feet (said arc being subtended by a chord bearing South 22 degrees 40 minutes 37 seconds East and having a length of 48.30 feet) an arc distance of 49.18 feet to a point; thence along an arc of a curve to the right having a radius of 125.00 feet (said arc being subtended by a chord bearing South 22 degrees 41 minutes 16 seconds East and having a length of 80.45 feet) an arc distance of 81.91 feet to a point; thence South 03 degrees 54 minutes 53 seconds East a distance of 240.76 feet to a point located on the northern right-of-way line of S-40-59 Bylthewood Road, said point being the TRUE POINT OF BEGINNING.

This being a portion of the same parcel conveyed to Ginn-LA UC Golf, LLC, a Georgia limited liability company, by deed of Amelia Capital III, LLC, a Georgia limited liability company, dated October 18, 2005 and recorded October 19, 2005 in Record Book 1111 at page 3708.

A portion of TMS No.: 15200-01-23

[EASEMENTS TRACTS CONTINUE ON FOLLOWING PAGES]



Proposed Access Easements The University Club



Scale : 1" = 200'

01 August 2003

Drawing 1 of 5

**SURVEY &
MAPPING**



SERVICES
of South Carolina, Inc.

3320 Platt Springs Road
West Columbia, SC 29170
(803) 796-8214

0 200' 400'

Scale : 1" = 200'

Drawing 2 of 6

3320 Platt Springs Road
West Columbia, SC 29170
(803) 796-8214

0 200' 400'

Scale: 1" = 200'

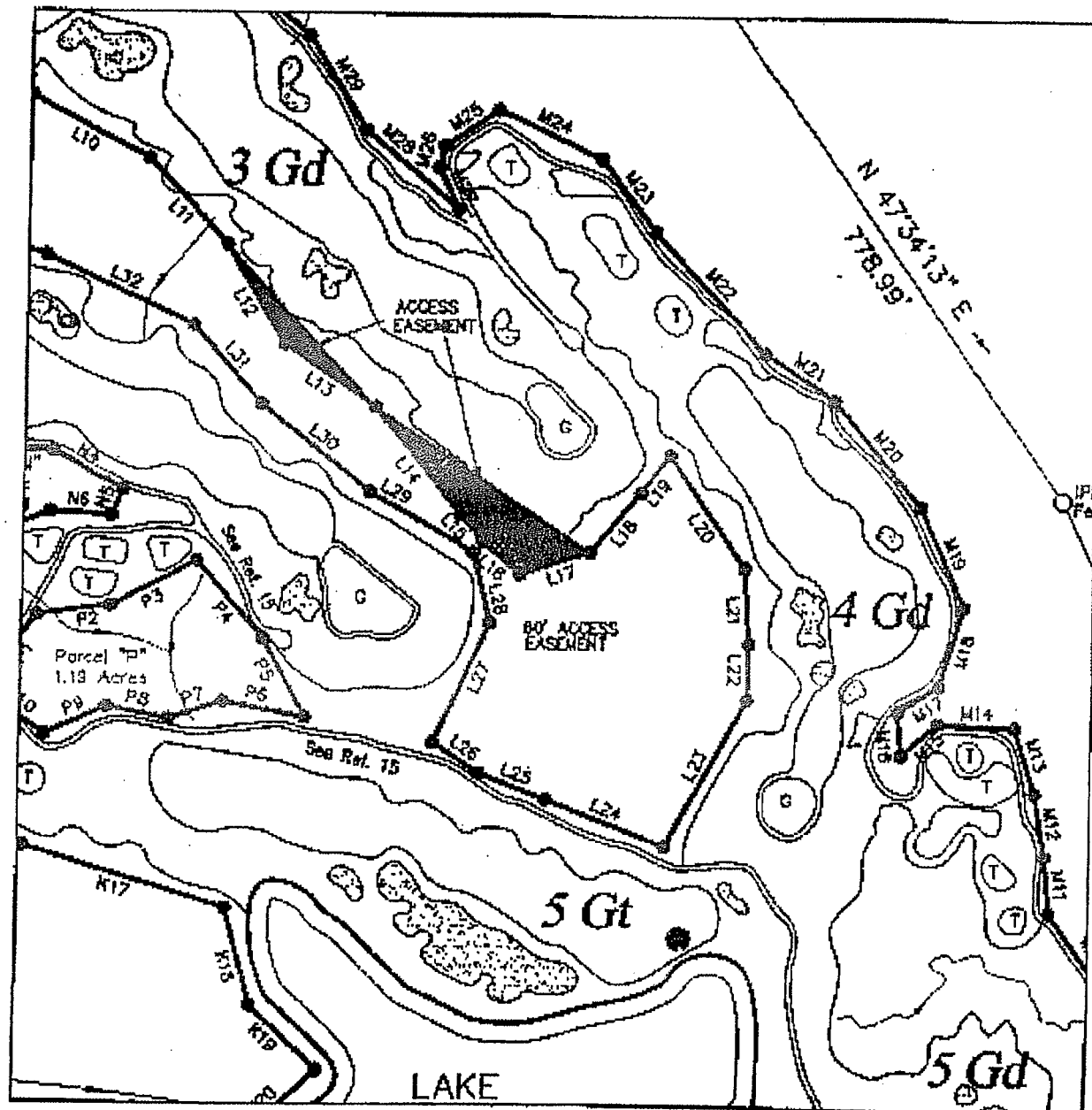
Drawing 3 of 5

SURVEY & MAPPING



SERVICES
of South Carolina, Inc.

3320 Platt Springs Road
West Columbia, SC 29170
(803) 796-8214



Proposed Access Easements The University Club

0 200' 400'

Scale : 1" = 200'

01 August 2003

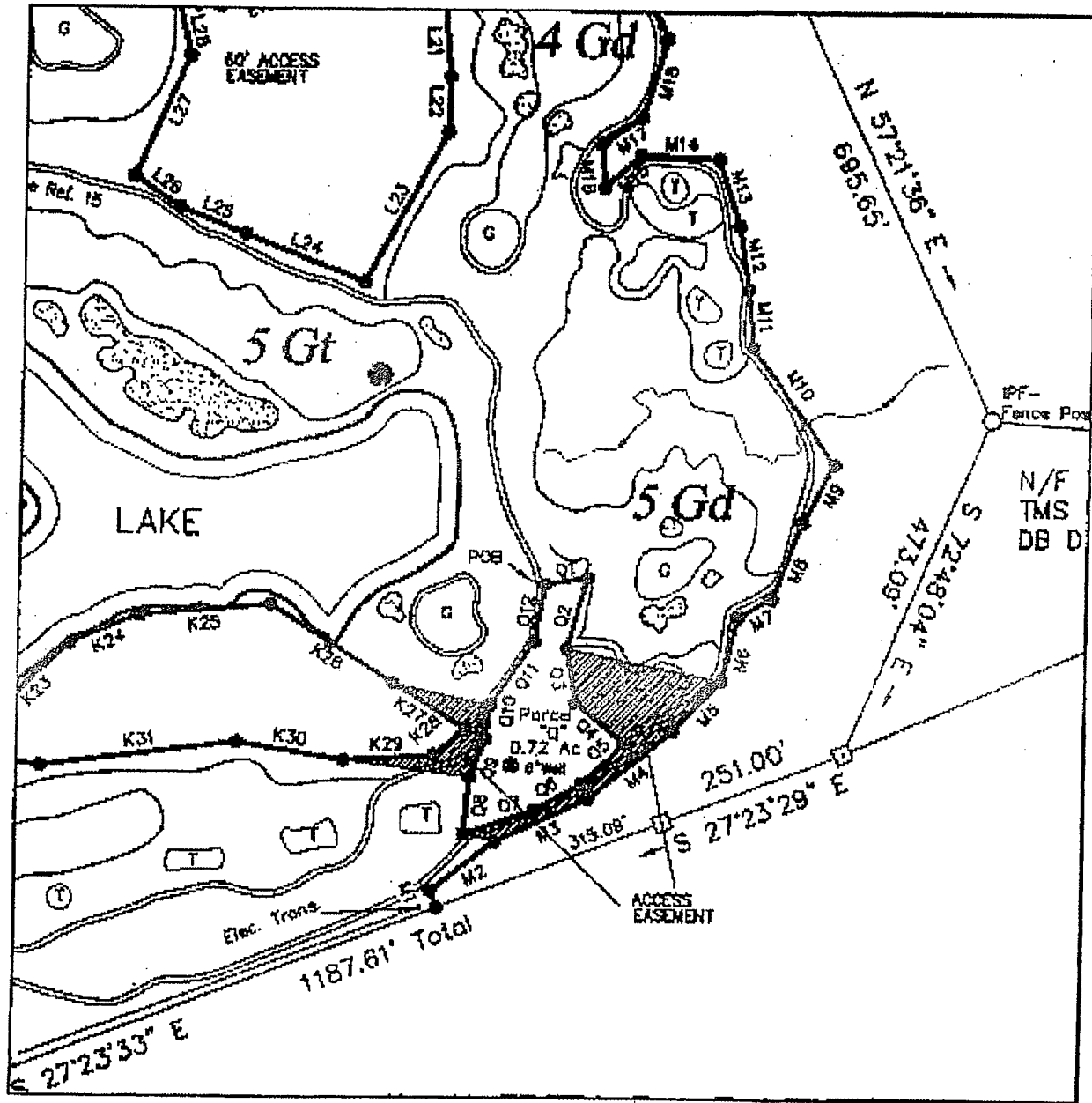
Drawing 4 of 6

**SURVEY &
MAPPING**



SERVICES
of South Carolina, Inc.

3320 Platt Springs Road
West Columbia, SC 29170
(803) 796-8214



Proposed Access Easements The University Club

0 200' 400'
Scale: 1" = 200'

01 August 2003

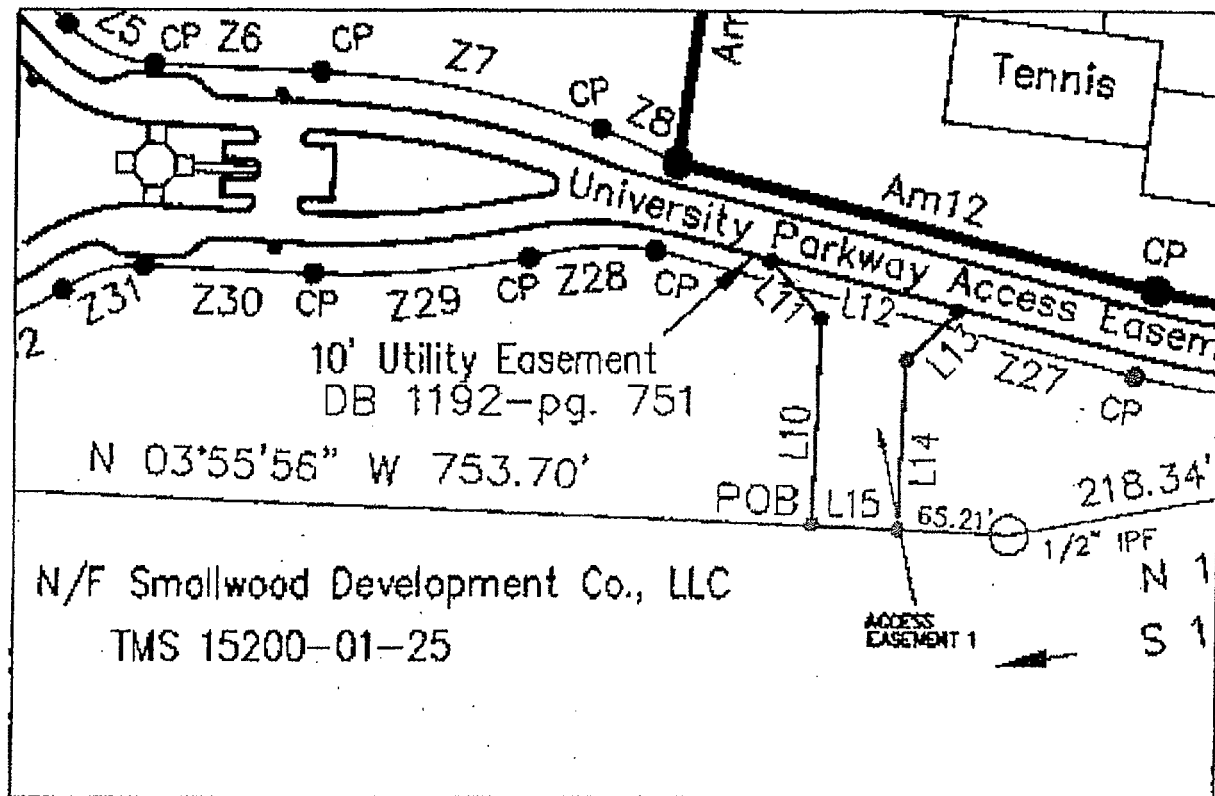
Drawing 5 of 8

**SURVEY &
MAPPING**



SERVICES
of South Carolina, Inc.

3320 Platt Springs Road
West Columbia, SC 29170
(803) 796-8214



All that certain piece, parcel or lot of land, lying and being in the town of Blythewood, County of Richland, State of South Carolina, the same being shown as Access Easement 1 on a plat prepared for Smallwood Development Co., LLC dated 8/13/03, last revised 10/14/03 by Survey and Mapping Services of South Carolina, Inc., having the following mates and bounds to wit:

Commencing at an iron pin labeled POB on the right of way of Blythewood Road and running along and across the property of Amelia Capital III, LLC N 03°55'56" W for 753.70' to an iron pin being the Point of Beginning for Access Easement 1; thence turning and running S 86°02'24" W for 119.26' (L10) to an iron pin; thence turning and running S 41° 20'31" W for 44.13' (L11) to an iron pin at the back of curb of University Parkway; thence turning and running along said back of curb N 07°52'21" E for 113.44' (L12) to an iron pin; thence turning and running S 48°37'01" E for 42.15' (L13) to an iron pin; thence turning and running N 86°02'24" E for 97.75' (L14) to an iron pin; thence turning and running S 03°55'58" E for 50.00' (L15) to the point of beginning of Access Easement 1, containing 0.181 acre, more or less.

Proposed Access Easements The University Club

0 100' 200'
Scale : 1" = 100'

23 January 2004

Drawing 5 of 6

**SURVEY &
MAPPING**

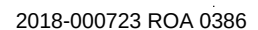


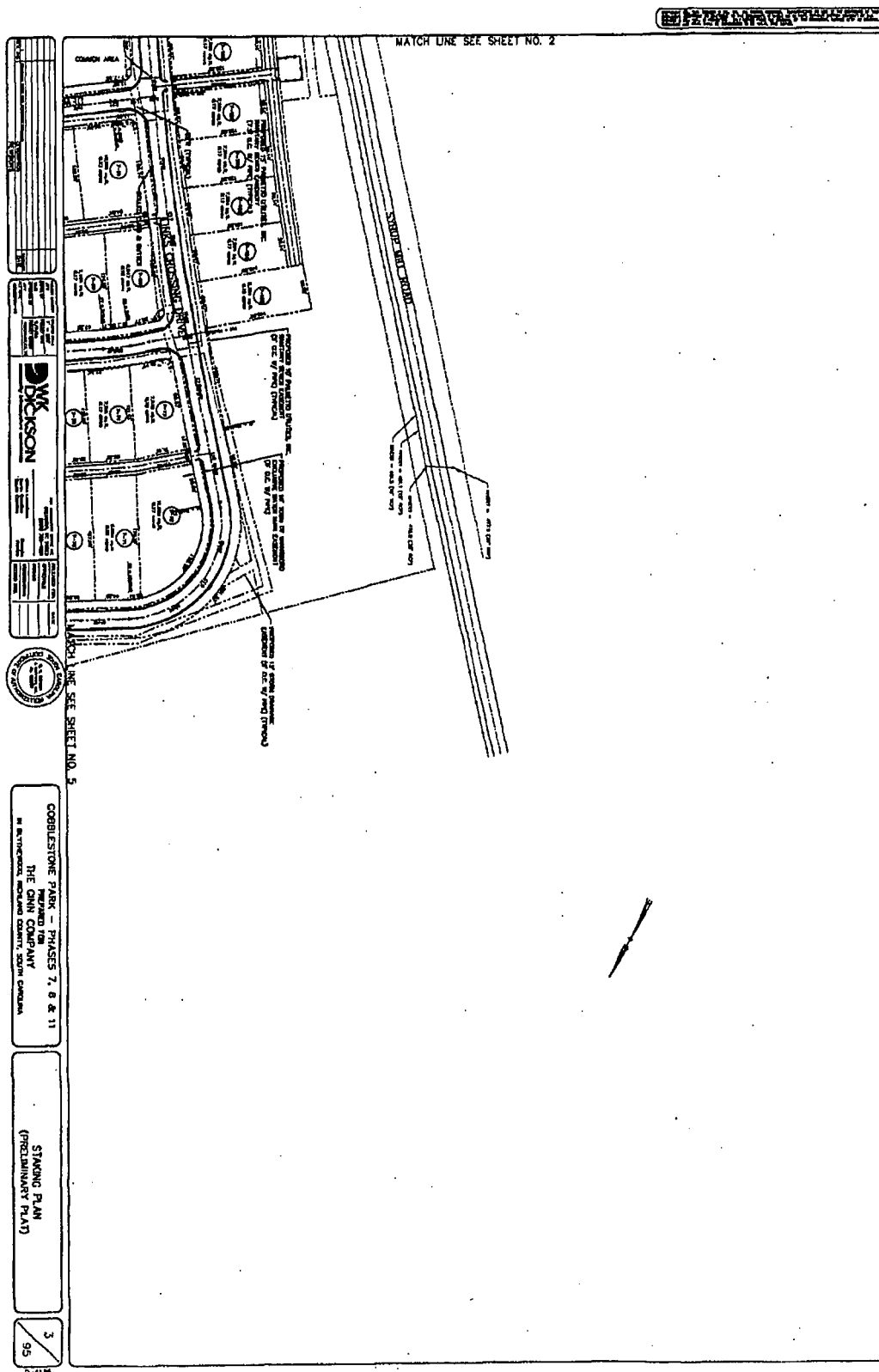
SERVICES
of South Carolina, Inc.

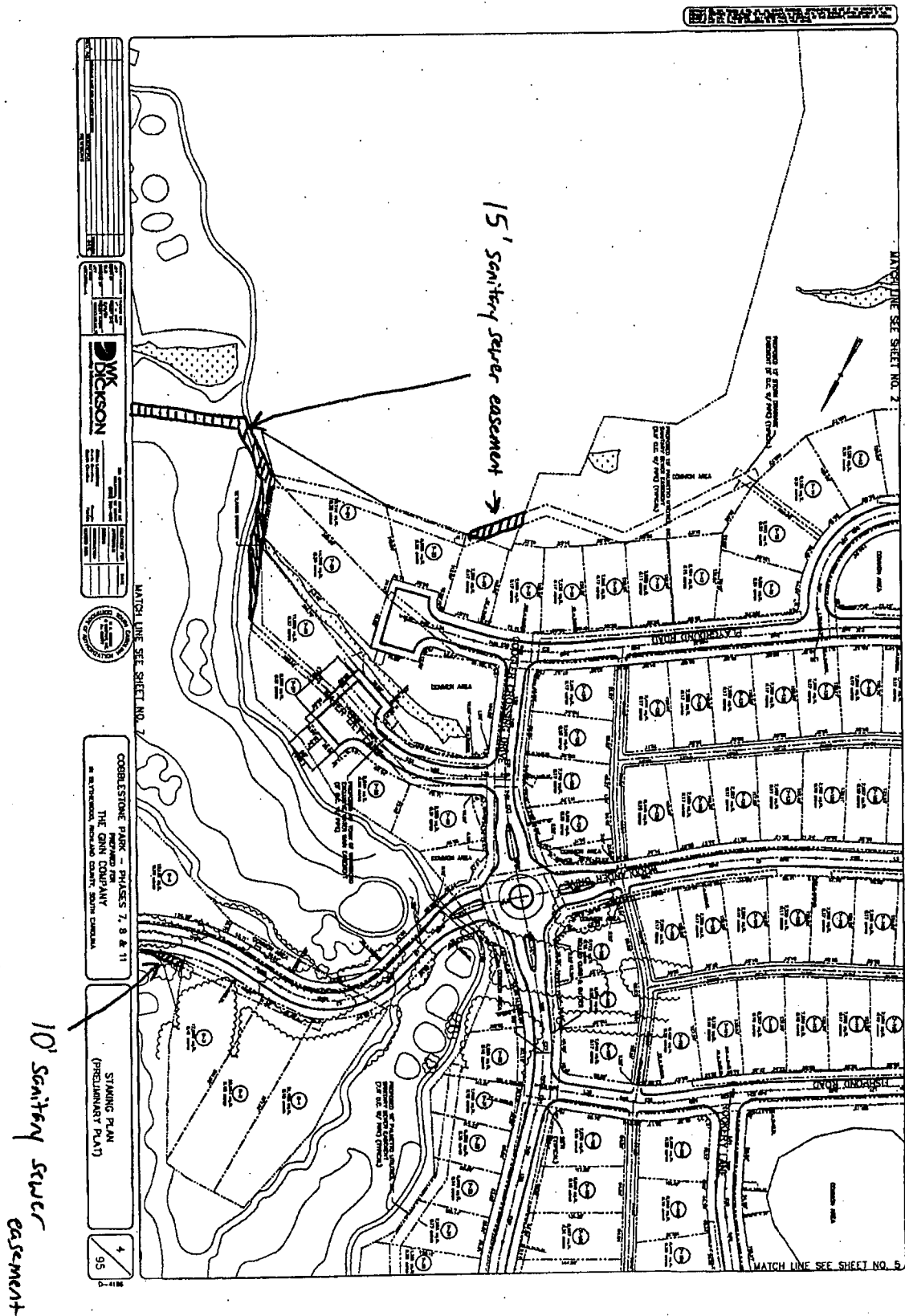
3320 Platt Springs Road
West Columbia, SC 29170
(803) 796-8214

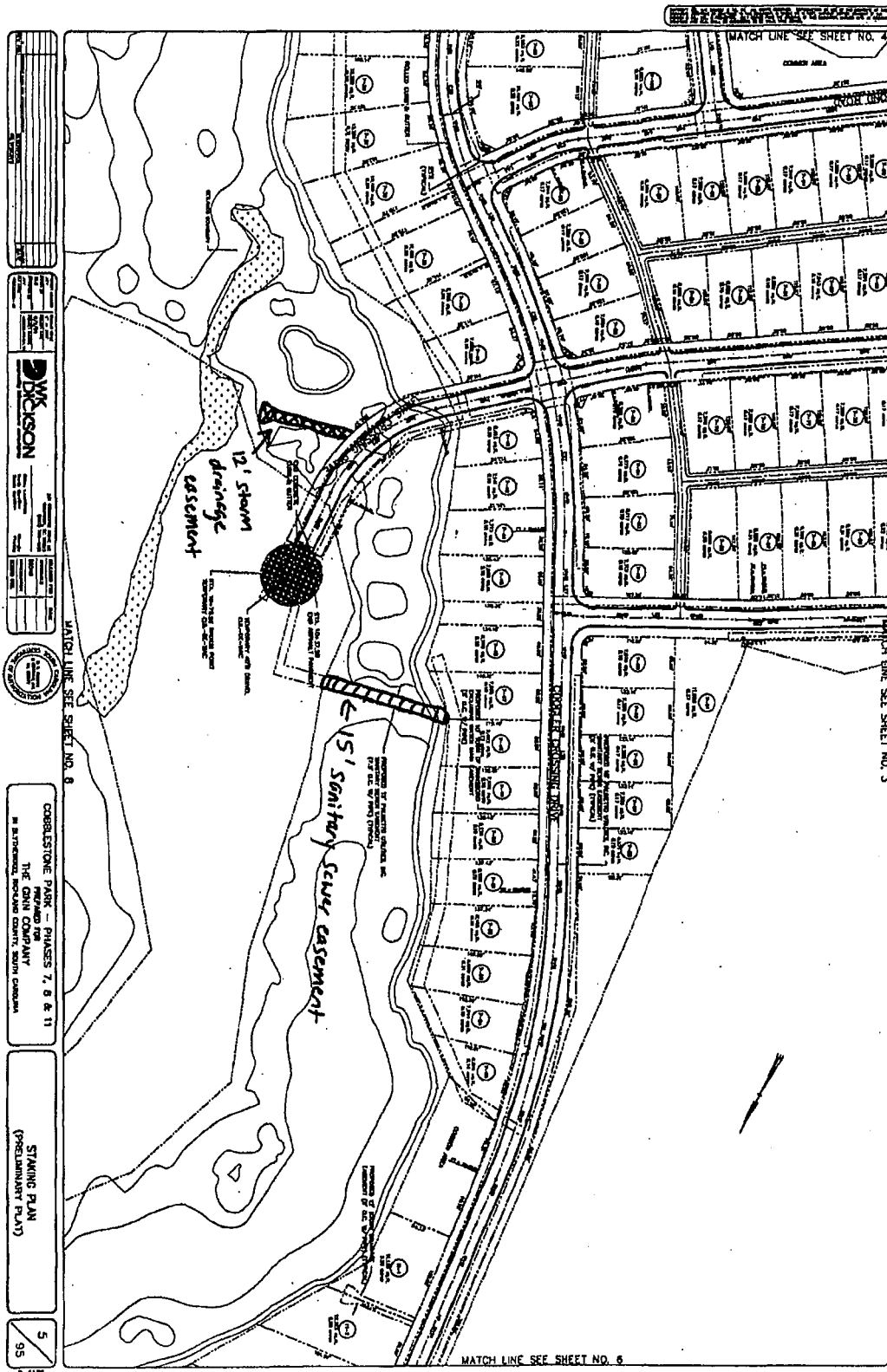
EXHIBIT H

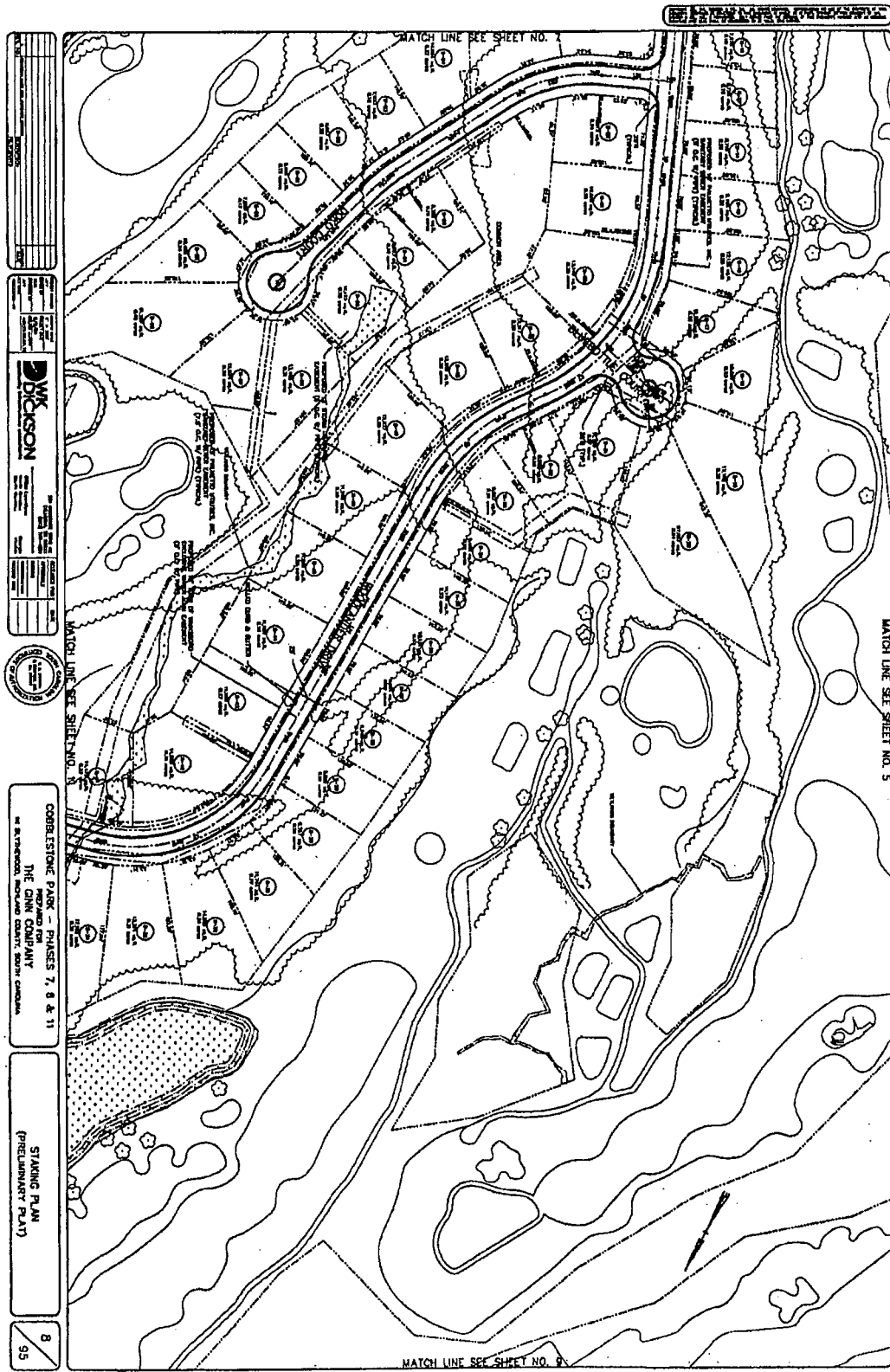
SPECIFIC UTILITY EASEMENT TRACTS

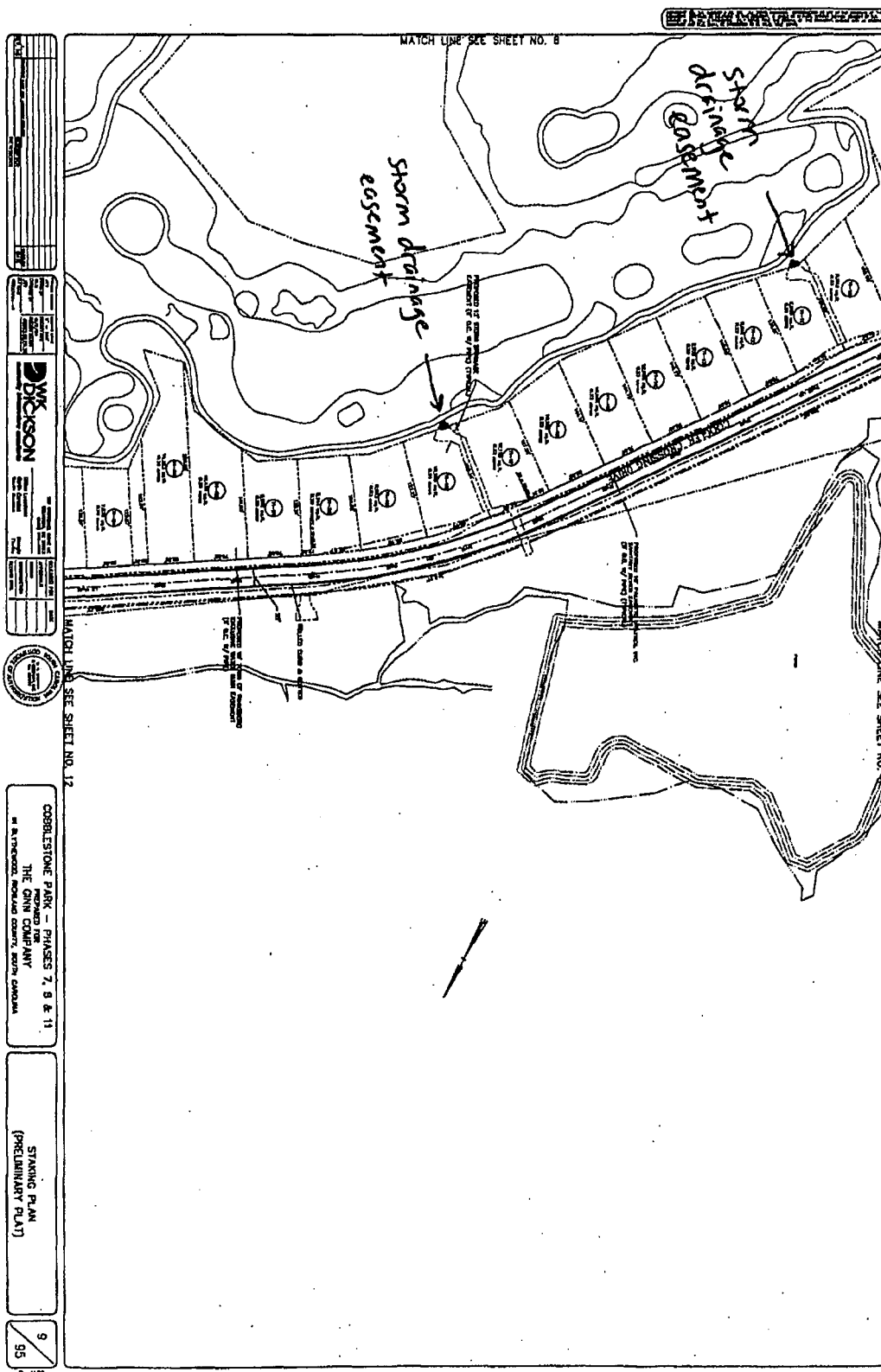


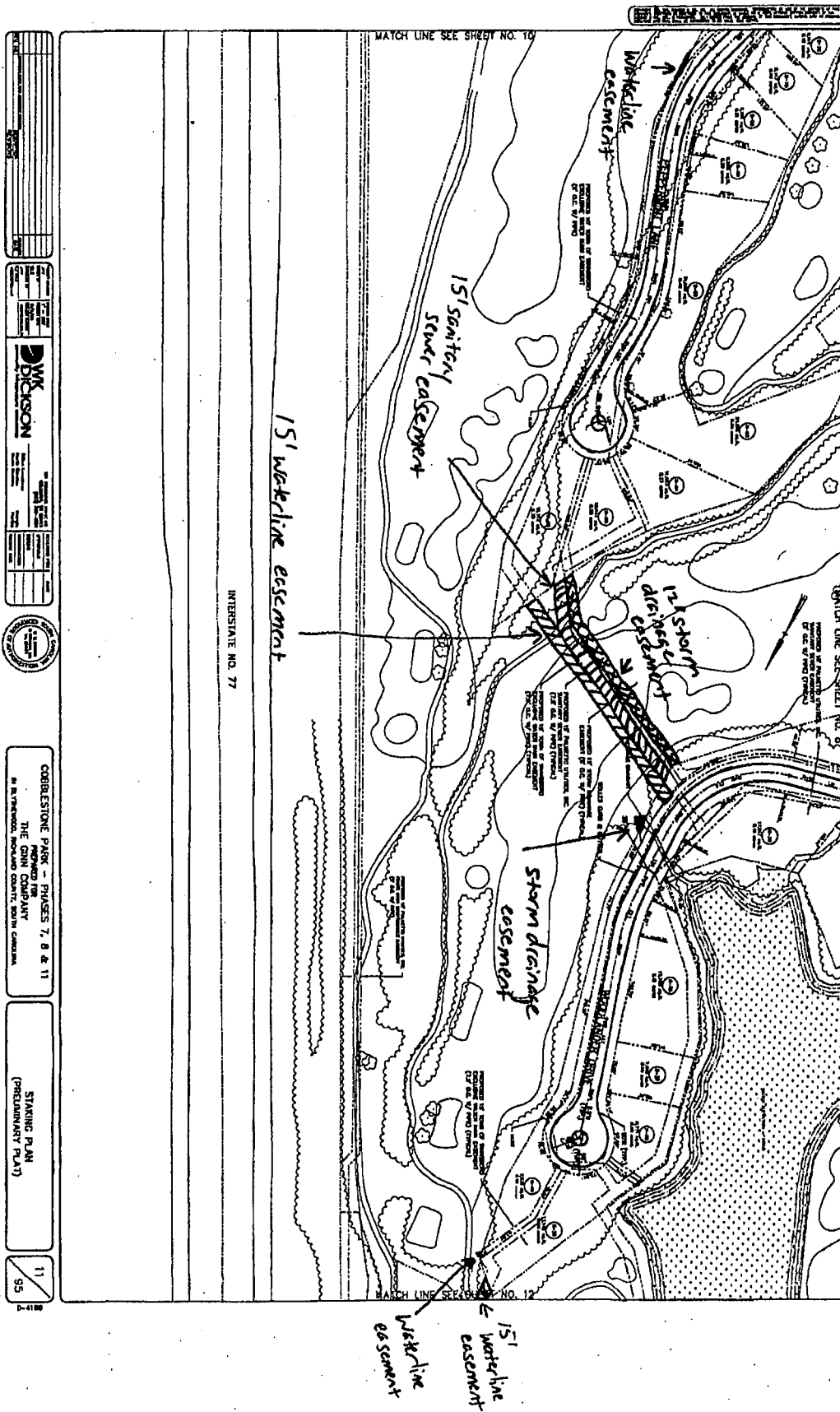












		COBBLESTONE PARK - PHASES 7, 8 & 11 PREPARED FOR THE CHIN COMPANY BY W. K. DICKSON, MICHIGAN LICENSED PROFESSIONAL ENGINEER	STAGING PLAN (PRELIMINARY PLAN)
DATE: 11/03/2005			

