

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE GROVE AT EBENEZER

WHEREAS, THE GROVE AT EBENEZER LLC (hereinafter referred to as "Developer"), is responsible for the creation of The Grove at Ebenezer, a Planned Development hereinafter (PD); and

WHEREAS, it is desirable to secure the best use and improvements of the land therein, and to protect the owners of such land against such use of other land therein as would depreciate the value of such property, and to prevent the erection of poorly designed or constructed buildings, and to make the best use of and preserve the natural beauty of said property and to locate the buildings thereon with regard to topographic features; and

WHEREAS, the Developer desires to create PD blending commercial and residential properties, having an architectural harmony achieved through consistency of features such as color, texture, material type or exterior style, placement of landscape flora and the preservation of certain existing areas in their natural state providing pleasing views, use of common areas and amenities to foster community involvement and through relative consistency of design; and

WHEREAS, to secure such objectives, said Developer desires to subject the residential lots in said PD to the following restrictions and covenants, including but not limited to construction and maintenance as will secure a standard for the proper development of PD.

WHEREAS, The PD is expected to have several phases and the Developer will remain highly involved in decisions of the PD to insure fulfillment of these goals.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the residential lots in the PD shall be sold, transferred and conveyed subject to the following covenants and restrictions:

1. USE RESTRICTIONS

The term "Building Site" as used in this Declaration shall mean any lot of record or portion thereof under a single ownership whether, owned by a trust, a partnership, a corporation, an individual individuals, including ownership in tenancy in common, joint tenancy and tenancy by the entirety, intended for use as or used as the site and location of a residence.

The Developer shall make decisions regarding these Covenants, Bylaws, construction, landscaping, common areas, amenities, streets, signage and any and all assets of the PD and structures proposed to be built by Developer until 95% of lots in the PD are sold, Developer bankruptcy, or Developer voluntarily cedes control. Grove Homeowner Association (GHA) is registered with the SC Sec of State.

The Developer shall be the first President of the GHA. He will be President and hold all offices until he appoints additional members to the Board. The Developer manages the decisions of the Architectural Control Committee (ACC) until he appoints voting members from the GHA.

2. RIGHTS OF WAY AND EASEMENTS

Rights of way and easements for installation and maintenance of utilities, water retention facilities, signage, trails, common property, pump stations, drainage facilities and boulevards are

reserved as shown on recorded plats. Within these easements, no structure, fence, planting or other material, shall be placed or permitted to remain which may damage or impair the function or interfere with the installation and maintenance of utilities, or easements. Any improvements so located shall be removed upon the request of the Developer, its successors or assigns, or any public utility using said areas, at the expense of the owner of said building site or tract.

Building site owners are prohibited from altering, restructuring or redesigning drainage easement areas, except where grading or restructuring is necessary in connection with construction of improvements on the building site. Any such grading or restructuring shall not alter or impair the drainage easements. Re-grading and restructuring requires approval. The owner shall replant all easement areas to restore grass and vegetation removed during re-grading or restructuring. Lot owners are responsible for the final grading of the lot. Final grading shall provide for proper drainage of surface water from owners lot without causing ponding on an adjacent site. Construction plans provide elevations for drainage of surface water. It is the site owner's responsibility to maintain the proper grade so as not to disturb said drainage. If in the event the lot owner does not grade their building site in a manner allowing for proper drainage of adjoining properties the Homeowner Association or Developer may grade as necessary to provide for proper drainage at the lot owners expense.

Vegetation may not interfere with visibility of traffic. Trees may not be planted close enough to the lot border where the trunk of tree could grow large enough to extend beyond the property border. Trees shall not be planted close enough to borders such that their roots interfere with roads, utilities, sidewalks, fences or foundations.

There are two planned entrances located at Ebenezer and Pine Needles Road. Homeowners are made aware the SC Department of Transportation is requiring a change in the future of the entrance at Ebenezer Road as described below. "Full access is granted to the proposed subdivision at the existing driveway along Ebenezer Road. This access will be converted to right in/right out when Certificates of Occupancy are issued for all lots (66 Lots) in Phase I of the subdivision. The developer is responsible for all costs associated with converting the driveway to right in/right out access to include but not be limited to at least the following: a directional raised island in the throat of the driveway, a raised island in the median of Ebenezer Road, all associated pavement markings and signage as directed and approved by the SCDOT. Language shall be included in the subdivision covenants detailing the future conversion of this intersection to a right in/right out access to ensure property owners are made aware of this when purchasing lots."

The Developer intends to revisit this provision with DOT in hopes of avoiding the restricted access. An additional ingress and egress will be at Pine Needles Road.

3. HOMEOWNERS' ASSOCIATION

The Developer, his successor or assign, shall retain all rights granted in this document until he turns over the duties to the Grove Homeowners Association (GHA) once 95% of the lots in PD

are occupied. The Developer shall appoint himself onto the GHA Board and control all matters. Developer will appoint up to six more Board members and assign a term length to each when Developer relinquishes control. Upon expiration of each term, the general members of the GHA shall elect replacement board members according to the Bylaws. The Developer, his successor or assign, shall remain a voting member of GHA Board for 25 years.

Every person or entity who is the record owner of a fee or undivided fee interest in any residential building site is subject to this Declaration shall be deemed to have membership in the (GHA). The foregoing is not intended to include person who holds an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per building site. In the event of multiple owners of a building site, vote and rights of use and enjoyment shall be as provided herein. Membership shall be appurtenant to and may not be separated from ownership of any building site. Ownership of a building site shall be the sole qualification for membership. The rights and privileges of membership, including the right to vote and to hold office may be exercised by a member or the member's spouse once the Developer turns over control to the GHA. In no event shall more than one vote be cast nor office held for each building site.

If the same entity owns two adjoining lots they may be combined and recorded at the courthouse. The combined building site is responsible for one entering membership fee, annual assessment and one voting right. If the lots remain separate the owner pays a total of one entering membership fee but pays two annual assessments and has two rights to vote.

The Developer has incorporated the GHA and has executed and filed Articles of Incorporation. By-Laws for the Homeowners' Association will be written when Developer turns the governing rights over to GOA but shall remain consistent with the terms and conditions of the Covenants.

The Developer reserves the right to add building sites to the GHA for future phases and the added sites are eligible for all rights provided herein.

Except as specifically provided, otherwise herein, each owner of a building site shall be liable for his proportionate share of the GHA expenses. Payment thereof shall be mandatory by all owners of building sites in the GHA.

A contractor/builder who owns a non-occupied site in the PD is not required to pay assessments or fees. They also do not have voting rights or use of amenities until payment assessment and fees. Once occupied the site owner is required to pay all fees and assessments. The Developer may make financial arrangements that allow non-members the use of amenities to help lessen the cost of annual assessments. The Developer may use the amenities for marketing the PD.

Any fee or dues assessed by the GHA and not paid within thirty (30) days of it's assessment shall

constitute a lien upon the property of the delinquent owner which lien shall be subject to enforcement of foreclosure in accordance with the provisions of S.C. law.

Any utility easements, or common area not located upon the property of an individual building site owner shall be maintained by the GHA. The property owner is responsible for maintaining any easement between their site and the street.

Initially the Developer, his successor or assign, performs the duties of ARCHITECTURAL CONTROL COMMITTEE (ACC) until all lots are sold at which time he shall appoint all ACC members. This committee will carry out the decisions concerning all structure, drainage, landscaping and lot clearing in the PD. In the event of the Developer's death or disability all rights of ACC shall continue with a representative of The Grove At Ebenezer, LLC, its successor or assign, having financial interest in the PD. The Developer may transfer, in writing, the responsibilities of the ACC to the GHA at any time.

The ACC will approve each General contractor. Considerations for approving builders may include but not limited to:

- A. Quality of workmanship: homeowner references
- B. Complaints filed with Better Business
- C. Existing or non-settled lawsuits from homeowners
- D. Adherence to covenants in previous construction
- E. Economic effect on local economy
- F. Effect on existing home values
- G. Experience level of builder
- H. Opinions of homeowners who have bought a home built by proposed contractor
- I. Opinions of other builders
- J. Opinions of developers
- K. Existence of Bond, Worker's Compensation, General liability insurance.
- L. Trade references

4. ASSOCIATION BOARD; POWERS AND DUTIES

The directors named in the GHA Articles of Incorporation constitute the Association's first Board which shall hold office and exercise all of the rights, duties, powers and functions of the Board set forth in this Declaration until the first election of Directors by the members of the GHA. This election shall take place in the first January following the sale of 95% of lots in the residential portion of the PD or at an earlier time if the Developer voluntarily turns control over to the membership.

The Board shall have all powers for the conduct of the affairs of the GHA as provided by this Declaration, by applicable law, and by the Articles of Incorporation and By-Laws of the GHA, which are reserved to the members or Developer herein. Without limitation thereon, the Board shall have the power and obligation to perform the following duties:

- A. Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, insure, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the acquisition, mortgaging or disposal of common areas and/or improvements shall be subject to the conditions and limitations provided herein; and
- B. Rule Making. To establish, modify and enforce rules and regulations for the use of the properties as provided herein, and to review, modify and approve standards as recommended by the ACC; and
- C. Assessment. To fix, levy and collect assessments as provided herein; and
- D. Easements. To Grant and convey easements to the common areas as may become necessary, subject to the conditions and limitations provided herein; and
- E. Employment of Agents. To employ, enter into contract with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association; and
- F. Enforcement of Governing Documents. To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, and to enforce or effectuate any of the provisions of the Governing Document; and
- G. Membership Meetings. To call annual meetings of the members of the GHA, in a written notice of which annual membership meeting shall be sent to the members at least ten (10) days in advance of such meeting. Electronic notification is adequate notification to membership provided written notice is posted at the residential entrance at both ends of Grove Boulevard.

5. OWNERS' RIGHTS

Every owner in good standing shall have the right and easement of enjoyment in and to the common areas, which shall be appurtenant to and shall pass with the title to every building site, subject to the following:

- A. The right of the GHA to manage and maintain all common properties, charge reasonable admission and other fees for the private use of any facility now or hereafter situated or constructed upon the common areas and to impose reasonable limits on the time and number of guests who may use the facility; and
- B. The right of the GHA to suspend the voting rights and right to use the common areas and facilities by any owner for any period during which any assessment of the GHA against said

owner's building site remains unpaid, and for any infraction by an owner of the GHA published rules and regulations for the duration of the infraction, and for an additional period thereafter not to exceed sixty (60) days; and

- C. The right of the GHA with regard to the properties which may be owned for the purpose of development, to grant easements in and to the common areas contained within the properties to any public agency, authority or utility for such purposes as benefit the properties or parties thereof and owner of building sites contained therein; and
- D. The right of the GHA by a majority vote of all of the members of the Board to borrow money for the purpose of improving the common areas, or any portion thereof, for acquiring additional common areas, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage covering all or any portion of the common areas, provided, however, that the lien and encumbrance of any such mortgage given by the GHA shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of Developer or any owner, or any holder of any mortgage, irrespective of when executed, given by Developer or any owner encumbering any building site or other property located within the properties;
- E. The right of the GHA to dedicate or transfer all or any portion of the common areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless such dedication or transfer has been approved by at least 66-2/3 percent of voters.
- F. The right of the GHA with regard to the properties which it may own to grant easements to Developer, any public agency, authority or utility for such purposes as benefit the properties or portion thereof and owners of building sites contained therein.

6. VOTING

After the Developer gives up control of HOA the Membership shall have voting rights. Members shall be entitled to one vote for each building site in which they hold the interest required for membership by Section 3 hereof. When more than one person holds such interest in any building site, the vote for such building site shall be exercised as those owners themselves determine and advise in writing to the secretary prior to any meeting. In the absence of such advice, the building site's vote shall be suspended in the event more than one person seeks to exercise it. If a corporation, partnership or trust owns a building site, such entity shall designate in writing the person authorized to vote in behalf of such entity.

7. PURPOSE OF ASSESSMENTS

The assessments levied by the GHA shall be for the purpose of promoting recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environment of the properties for the common benefit and enjoyment of the

owners and occupants of residences, adding amenities, improvement and maintenance of the common areas and other common facilities and areas of common responsibilities, including but not limited to repair, repay Developer, replacement and additions thereto, and for the cost of labor, equipment and materials, management and supervision thereof, all as may be authorized from time to time by the Board of Directors.

The Developer, his successor or assign are exempt from association fees and assessments.

8. CREATION OF LIEN AND PERSONAL CALCULATIONS OF ASSESSMENTS

Each owner of a building site by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay the GHA:

- A. Entering membership fee;
- B. Annual assessments;
- C. Special assessments and/or individual assessments against any particular building site, shall be established and collected pursuant to the terms of this Declaration, including but not limited to reasonable fines as may be imposed herein. All such assessments together with interest thereon, late charges and cost of collection thereof, including reasonable attorney's fees shall:
 - (1) Be a charge and a continuing lien upon the building site against which any such assessment is made, and;
 - (2) Be the joint and several personal obligation of each person who was an owner of said building site at the time when any such assessment made against said building site fell due. No owner shall be entitled to a refund of any portion of the membership fee, any annual or special assessment, or installment of a special assessment, paid by him, even though said owner's membership in the GHA terminates prior to expiration of the period covered by any such assessment or installment theretofore paid by him. No owner may avoid or escape liability for the entering membership fee, or any annual or special assessment, or individual assessment, imposed or levied pursuant to this Declaration by abandonment of his property or by attempted waiver as a non-user of the benefits of membership in the GHA, or of common areas and facilities.

9. ENTERING MEMBERSHIP FEE

Each person or entity who holds an ownership interest in a building site, by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the GHA at time of lot closing, an entering membership fee of Three Hundred Dollars (\$300.00) to be used by the GHA for the same purposes for which annual and special assessments may be levied, provided, however, that no person or entity shall be required to pay the entering membership fee more than once, without regard to the number of building sites in which said owner from time to time may hold an ownership interest, and

without regard to the number of times said owner may again become a member of the GHA after said owner's initial membership therein terminates. This fee may **NOT** be increased before January 1st of 2020. Please check with Developer after this date to learn current fee.

10. ANNUAL ASSESSMENTS

It shall be the duty of the Board at least thirty (30) days prior to the GHA annual meeting to prepare a budget covering the estimated costs of operating the GHA during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the proposed budget and the assessments to be levied against each building site for the following year to be delivered to the last known residence address of each member at least thirty (30) days prior to the meeting. The budget and assessment shall become effective unless disapproved at the annual meeting by a vote of at least fifty-one percent (51%) of the total GHA membership present at meeting. Notwithstanding the foregoing, however, in the event the members disapprove the proposed budget, or the Board fails for any reason so to determine the budget for the such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year. Notwithstanding the other provisions of this Declaration, the annual assessment will begin at Six Hundred Dollars (600.00) per building site for members. The annual assessment may not be increased before Jan 1st, 2020.

New member assessments are **pro-rated** based on calendar year and should be collected at closing and mailed to The Grove Homeowner Association 3001 Drakeshore Dr., Florence SC 29501.

11. SPECIAL ASSESSMENTS

In addition to the annual assessment authorized above, the GHA may levy in any calendar, year, a special assessment for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement, or maintenance of a described capital improvement upon the common areas, dams and water control structures, including the necessary fixtures and personal property related thereto, provided, that any such assessment shall have the assent of two-thirds (2/3) of the votes who are voting in person or by proxy at the meeting duly called for this purpose. Written notice of such vote shall be sent to all members and publicly posted at both residential ends of Grove Boulevard not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

12. INDIVIDUAL ASSESSMENT

In the event that the need for maintenance or repairs of the common areas is caused by the willful or negligent act of an owner, his family, guests or invitees or in the event that an owner of any building site shall fail or refuse to maintain such building site, or repair or replace the improvements situated thereon in a manner satisfactory to the Board, after approval by vote of 75% of all members of the Board, shall give such written notice of the GHA intent to provide the

required maintenance, repair or replacement, at such owner's sole cost and expense. The owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or if such work cannot be accomplished within said fifteen day period, to commence said maintenance, repair or replacement. If such owner fails or refuses to discharge properly his obligations as outlined above, the GHA shall have the right, through its duly authorized agents or employees to enter, at reasonable hours of a day, upon said building site to perform such work. The GHA may then levy an individual assessment upon any building site to cover the cost and expense incurred by the GHA in fulfilling the provisions of this section.

13. EXEMPTION FROM ASSESSMENT

The following property subject to this declaration shall be exempt from all assessments, charges and liens created herein:

- A. All properties to the extent of any easement or other interest therein dedicated and accepted by any public authority and devoted to public use.
- B. All common areas as defined herein.
- C. Any vacant land or building sites owned by a Developer.
- D. Any unoccupied property owned by builders who have chosen not to join GHA.

14. ASSESSMENTS DUE DATES

The annual assessment installments for each building site shall be pro-rated by calendar year and due at closing. The method of payment and due dates for special assessments shall be as established by the GHA in accordance with this Declaration, its Articles and By-Laws. The method of payment and due dates for individual assessments shall be as determined by the Board in accordance with this Declaration. The GHA shall prepare a roster of building sites and assessments applicable thereto, which shall be open to inspection by any member upon reasonable notice to the Board.

15. COMPUTATION

Annual and special assessments shall be charged equally against each building site.

16. ASSOCIATION

Any assessments not paid when due shall be delinquent. Any assessment or assessment installment delinquent for a period of more than ten (10) days may incur a late charge in an amount as the Board may determine from time to time. The GHA shall cause a notice of delinquency to be given to any member who has not paid within the ten (10) days following the due date. If the assessment or assessment installment is not paid within thirty (30) days, the GHA may declare the entire balance of such assessment for the remainder of such annual period due and payable in full, and a lien as herein provided for shall attach, and in addition the lien shall include the late charge, interest on the principal amount due at the maximum allowable rate from the date first dues and payable, all costs of collection, reasonable attorney's fees actually

incurred, 10% annual compounding interest and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after Sixty (60) days, the GHA may, as the Board shall determine, institute suit to collect such amounts or to foreclose its lien. Each owner, by acceptance of a deed or other conveyance to a building site, vests in the GHA or its agents the right and power to bring actions against such owner or owners personally for the collection of such charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided in this Article shall be in favor of the GHA and shall be for the benefit of all other owners. The GHA, acting on behalf of the owners, shall have the power to bid on the building site at any foreclosure sale or 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, abandonment of the building site.

The Board shall likewise have the right to use forcible entry and detainer proceedings to enforce the rights provided to the Board under this Declaration as permitted from time to time by the statutes of the State of SC.

17. The Grove Homeowner Association

The GHA shall make an annual payment to Developer, his successor or assign, of One Third (1/3) of collections for all initiation fees and annual assessments until the Association fully reimburses the Developer's reasonable cost for three lots and all improvements including the pool, pond and clubhouse. Developer shall submit the invoices to HOA for the improvements. Interest shall not be charged. This payment method ensures residents of the Grove pay for the amenities gradually while enjoying the benefits.

18. SUBORDINATION OF LIEN

The lien provided for in this Declaration shall be subordinate to the lien of any first mortgage now or hereafter placed upon the building site subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such building site pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

19. ESTOPPEL CERTIFICATES

The GHA shall, upon request of a member, at any reasonable time, furnish an estoppel certificate signed by an officer or other authorized agent of the GHA, setting forth the amount of unpaid assessments and/or other charges, if any against said member's building site, up to a given date or time of conveyance. The GHA shall also certify as to whether or not there are violations of the governing documents on the building site as of the date of preparation of the certificate. Said certificate shall be delivered to the place of closing and all outstanding assessments and other charges, if any, and a reasonable charge, as determined by the Board, to cover the cost of providing such certificate shall be deducted from the Seller's account at the closing and

transmitted directly to the GHA.

20. MAINTENANCE REPAIRS AND SERVICES BY THE ASSOCIATION

The GHA, subject to the provisions of this Declaration and the By-Laws, when established, of the GHA shall maintain and keep in good repair the area of common responsibility, which responsibility shall be deemed to include by example and not by limitation:

- A. Maintenance and repair of all common areas and facilities including, dikes, dams, spillways, water control structures, park areas, buildings, groundwater controls systems, erosion areas, common irrigation systems, fountains, decorations, canals, entrance signs, buffers, easements, canal sediment, control of aquatic vegetation, water quality, stocking fish, nuisance rodent or reptile removal, landscaping, utility lines, trails, gardens, pipes, wires and conduits, not dedicated to any public authority, if any; and

- B. Furnish and provide the necessary maintenance and repair services for the utility systems, and for any controlled discharge drainage collection facility serving the properties and the improvements situated thereon.

21. EASEMENT

The GHA is hereby granted an easement of use and right-of-way on, over, in, under and through all building sites in order to comply with the terms of this Declaration, and entry on any building site for such purpose shall not be deemed a trespass. The owner of the adjacent site shall continuously maintain the vegetation in easement areas bordering a property site.

22. ENFORCEMENT AUTHORITY

The Board of Directors of the GHA shall be authorized and empowered to:

- A. Make and enforce reasonable rules and regulations governing the conduct, use and enjoyment of the properties.

- B. Impose reasonable fines, which shall constitute a lien upon the building site of a member, and/or suspend such member's right to use the common areas and the right to vote, for not more than thirty (30) days, or such time as a violation may continue and sixty (60) days thereafter for violation of this Declaration, the By-Laws or any rules and regulations which have been duly adopted by the GHA.

- C. Begin any action in any court on behalf of the GHA and all owners to abate any nuisance, or otherwise to protect the values and integrity of the community.

23. ENFORCEMENT PROCEDURE

The Board shall not impose a fine, suspend voting, begin court action or infringe upon any other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

- A. Demand. Written demand to cease and desist from any alleged violation shall be served upon the alleged violator specifying:

- (1) The alleged violation; and
- (2) The action required to abate the violation; and
- (3) A time period, not less than ten (10) days, during which the violation is continuing, or a statement that any further violation of the same rule any result in the imposition of sanction after notice and hearing if the violation is not continuing at the time the written demand is sent.

B. Notice. Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

- (1) The nature of the alleged violation; and
- (2) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of notice; and
- (3) An invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and
- (4) The proposed sanction to be imposed.

C. Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting: Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

24. EROSION CONTROL AND LANDSCAPE WASTE

During clearing and construction, until all exposed dirt from excavating has been removed from the building site or brought to an approved final grade surrounding the dwelling unit, and until the building site is permanently landscaped with vegetation or landscaping material, the building site owner shall prevent the erosion and washing of soil from the building site by employing the following measures:

- A. Disposing of all landscape waste, such as brush, weeds, removed trees, and excess dirt, in a lawful fashion by removal, without causing damage to any adjacent building site or other property Subdivision. No debris shall be blown into streets, neighboring yards, ditches, or pond.
- B. In the case of making improvements to a building site, the owner shall place, or require a general or sub-contractor to place, all excavated soils deposited within the building site at least five (5) feet from any lot line, and the owner or general or sub-contractor shall not place any soil piles on an easement or right-of-way of record. During and prior to completion of construction efforts the building site owner or contractor may be required to erect and

maintain a 3 feet tall water permeable cloth dike, reinforced with hog wire and properly installed using metal stakes, of suitable strength and durability across the building site and around the perimeter of excavated soil piles and at the bottom of slopes or shall employ other effective means to prevent such soils from eroding or washing into a ditch, pond, roads, other common areas or private properties, easements or right-of-ways. Such erosion preventing systems shall be maintained until the excess soil has been brought to approved final grade or removed from the building site.

- C. Prior to and during all construction the owner must prevent erosion. Within 30 days, weather permitting, after the final grade has been established and approved on the building site, the building site owner shall provide and install solid sod in the front, rear, and side yards, vegetation to cover exposed soils by planting sod. Other approved ground cover methods such as seeding and strawing are in addition to sodding. Drainage easements on building sites shall be maintained by the building site owner according to the plat of record and the specifications of final grade as approved by the City Engineer.
- D. Soils, mud and landscape waste carried from a building site onto other properties and common areas such as easements, lake or waterways, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary at the expense of the building site owner.

The GHA, Developer, his successors and assigns, shall have the right to enter a building site at any time for the purpose of preventing and arresting undue erosion at the expense of the building site owner if the building site owner or his designated contractor is unwilling or unable to prevent such erosion. Owner shall be responsible for expenses.

25. CONSTRUCTION MATERIAL WASTE

At each building site, excess material and waste from construction shall be gathered and disposed of regularly in a lawful fashion. No building site shall be used or maintained at anytime for a dumping ground.

26. DRIVEWAYS

Driveways shall be constructed of concrete, asphalt or other material as approved by the ACC. Rock driveways will not be permitted for residences.

27. NUISANCES AND TRASH

- A. No noxious or offensive trade or activities shall be carried on in said subdivision, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood as judged by the GHA.
- B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site in said subdivision except dogs and cats and other common approved indoor pet animals, and not for any commercial purposes. The GHA may allow occasional breeding of pets. The

Board must approve the any ownership of more than two dogs and two cats by any one residence. Pets must be restrained, fenced, leashed, and cannot cause disturbance through excessive barking as judged solely by the GHA.

- C. All weeds shall be kept cut on sold vacant building sites, and no such vacant building sites shall be permitted to fall into an unsightly condition. No building sites shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. Any vacant building site, which falls into an unsightly condition, may be mowed or cleaned up by the GHA at the expense of the owner. Dead vegetation shall be removed at owner's expense and may be performed by GHA Board without being deemed trespass.

28. Residential Building

The ACC shall have the right to prevent the clearing of a lot, excavation and grading prior to construction according to the following:

Prior to the construction of the main residence, a building site owner is required to seek approval from the ACC for building plans and the General Contractor.

- 1. Building plans:

While reviewing building and site plans for approval, the ACC may consider quality of workmanship and materials, external design, location with respect to topography and finished grades, elevations and building lines, heated square footage, any and all structures including fences, satellite dishes, solar panels, wind turbines, location of driveways, sidewalks, landscape design, and the preservation of certain existing trees and wooded areas. To comply with this requirement, each building site owner, prior to any construction on the building site, shall first submit a plan to the ACC stating in general the type, style, size, external materials and general design of the residence to be constructed, along with its location on the building site and the name of the proposed General Contractor.

Such plans and specifications may include the floor plan, exterior color schemes, and materials, elevations and actual plat plan showing distances from easements and lot lines and location of the finished grade height. The site owner agrees that they will not obtain a building permit until the ACC has approved the final plans and the builder.

The following requirements shall apply to all residential improvements in PD:

- A. The Developer may set a minimum heated floor area for each neighborhood may vary requirements in other neighborhoods.
- B. The residential use within the PD must comply with zoning.
- C. No lots may be further subdivided or combined without the approval of ACC.

- D. Each single-family dwelling shall have an attached garage suitable for the storage of at least two vehicles in Phase I and II. The Developer may change this requirement in future phases.
- E. Set back lines and easements are noted on the recorded deed and apply to all buildings. All other structures require approval of location and structure.
- F. Trees located outside of the allowed building zone require permission from the ACC to be removed. Care must be taken not to cover the root system of trees that may cause harm to the tree.
- G. Vinyl and aluminum siding are permitted external materials but the Developer may regulate the percentage of surface area and location of these materials on the buildings. Each neighborhood may have differing regulations.
- H. Dwellings may not be occupied until construction is completed and certificate of occupancy is issued.
- I. Owners are required to repair, restore or replace buildings damaged by nature, man made damage or gradual weathering so as to keep up the home in reasonable condition. Rehabilitation shall begin within two months of damage. The ACC has the right to require insurance proceeds paid to owner be applied to repair the building and landscape. All structures shall be maintained to keep the structure attractive, safe, and protected.
- J. No setting of trash fires or outside burning is allowed within the city limits.
- K. Vegetable gardens on private residences must be located in rear of lot and no larger than 300 square feet.

29. OUTDOOR STRUCTURES

- A. No structure of a temporary character, trailer, shack, garage, barn or other outbuilding shall be erected or placed on any building site at any time, except during a reasonable construction period and must be removed before occupancy of residence. No human habitation is allowed.
- B. Any unattached garage or out buildings must be approved by the ACC.
- C. All building structures must be compatible with the existing single-family dwelling. It must of comparable quality, materials and construction as the home. All buildings must adhere to all setbacks. No human habitation shall occur in parked campers, garages, tents or other structures unless approved by ACC.

D. No outdoor structure, including but not limited to; fence, antenna, satellite dish (except as provided below), mail box, statues, birdbaths, solar devices, fuel storage tanks, clothes lines, above ground pools, relocated houses or buildings, prefab buildings, mobile homes or trailers, fountains, playground equipment, pergola, gazebo or swimming pool, shall be constructed without the prior approval of the ACC.

E. Fences

(1) All fences must be approved by ACC before constructed and installed. The location of fence on plat, material, color and height must be reported and approved.

(2) Fences must be constructed within the lot property lines. Fences may not extend into the front yard setback. The front yard depth is defined as the perpendicular setback distance from the front property line to the near point of the house, extended full lot width. Maintenance of both sides of fence is required of owner. Fences must look as good from the outside as the inside.

(3) All fences shall be constructed and erected to a maximum height of six (6) feet. A three (3) inch ground clearance will be permitted. Support posts and decorative columns may extend above the fencing material.

F. Outdoor Antennas or satellites shall be installed in the rear or side of the residential building lot, should not be visible from the front street, and shall not extend any higher than the roofline of the house.

G. Mailboxes

(1) Mailboxes and the posts shall be metal and black in color.

30. VEHICLES

No building site owner or occupant shall permit any commercial vehicle, including without limitation, cargo trailer, campers, house trailers, derelict or inoperable vehicles, RV, motorhome or mobile homes, to be parked or stored on the building site, in the driveway or in the street in front of or alongside of the building site. This shall not prevent storage in an approved garage on the premises. This shall not prevent visitors or occupants from parking vehicles in the street on a temporary basis. A specific exemption shall be made to allow storage of city, county, state, and federal law enforcement vehicle in driveways. Boats and boat trailers may not be stored in visible locations at residences more than 21 days per year without GHA approval. Homes bordering the pond may store a boat on the bank of residence.

31. CURBS and Sidewalks

A sidewalk is required to be built at the owner's expense before occupancy of any home

bordering Grove Boulevard. The building site owner shall be responsible for replacing, at his own expense, any broken section of curb. The site owner shall prevent unwanted growth of vegetation at the sidewalk and curb. Developer may require sidewalks for any future road or phase.

32. Garages

Every single-family house in Phase I and II must have a minimum of two fully enclosed garages large enough to hold full size SUV's. The Developer requires side-loaded garages in the Pecan neighborhood. The Developer may set garage requirements in any future phase.

33. Disturbance

The HOA may regulate noise and nuisances within the residential areas to cause these actions to cease.

34. Signs

No signs shall be erected, hung, displayed on building sites except for the following; house for sale, builder sign, realtor sign, finance sign, alarm or video surveillance sign and election signs. Election signs may be present for 1 month prior to each election. No more than one sign per candidate. Signs shall be no larger than 6 square feet. No offensive material may be seen or heard from the street or neighboring lots. Only the United States Flag and South Carolina State Flag may be displayed or flown. No restrictions shall be placed on Developer's signs for marketing the PD.

35. Exterior lighting

Exterior lighting will be restricted to illumination of owner's lot and so as to not become a nuisance to neighbors. Light shades are used when possible. General illumination shall be dusk to dawn lighting with light sensitive controls and shades. Use of low voltage and directional lighting is encouraged. Floodlights shall not be routinely lit. Motion and timer controls are encouraged. The GHA may determine if a buyers lighting is a nuisance and demand remedy.

36. Utilities and wires

All utility infrastructures shall be buried when possible.

37. Neatness

All equipment, mechanical equipment, pool pumps and filters, wood piles, storage piles, garbage cans and items considered clutter shall be fenced or screened from view by vegetation adequate to conceal from view. The GHA can cause remedy for unsightly belongings.

38. Developers rights

The Developer or his assign has the right to alter the contents of this covenant on future lots or phases to impose additional and separate restrictions.

39. Developers and Engineer Advisory

Buyers are hereby warned that a portion of the PD is in the flood plain. Account for this if you border Middle Swamp, a pond or ditch.

40. WARNING AND HOLD HARMLESS

Buyers should consult with architects and engineers to determine if further compaction of soil is needed before building.

41. DURATION OF RESTRICTION

The aforesaid covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument rescinding or modifying these covenants which is signed by more than seventy-five (75%) percent of the then record owners of the residential building sites delineated in the then existing plats of said HOA, shall be recorded in the office of the Recorder of Deeds of Florence County, SC. Each building site shall have one vote, agreeing to change or rescind said covenants in whole or in part. No amendment to these covenants and restrictions shall operate to terminate the existence of the Homeowners' Association, nor shall it relieve the Homeowners' Association from its obligations hereunder to assess fees and maintain all water retention facilities, drainage facilities, non-private utility easements and boulevards as set forth in this plat and subsequent plats.

42. REMEDIES FOR VIOLATION

In the event of a violation or breach of any of these covenants and restrictions by any person or entity subject to such covenants and restrictions, a person or entity enjoying the benefit of these restrictions shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions, or to prevent the breach or violation of them. Developer and Homeowner Association shall, in addition, have the right to such compensation for actual expenses incurred as a result of any such breach or violation.

43. SEVERABILITY

Invalidation of one of these covenants or restrictions by judgment or other order shall not in any manner affect any of the other covenants, which shall remain in full force and effect.