

STATE OF SOUTH CAROLINA )  
 ) DECLARATION OF COVENANTS,  
 ) CONDITIONS, RESTRICTIONS,  
COUNTY OF LEXINGTON )  
 ) EASEMENTS, CHARGES AND LIENS  
 ) FOR GLEN EAGLE PHASE II  
 ) SUBDIVISION

THIS Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Glen Eagle Phase II Subdivision is made this 5<sup>th</sup> day of June, 2015, by McGuinn Homes, LLC, its successors, and assigns ("Developer").

WHEREAS, Developer is the owner of certain real property in Lexington County, known as Glen Eagle Phase II, which is more particularly described in Exhibit 1, attached and incorporated ("the Property"); and

WHEREAS, Developer desires to subject the Property to covenants, conditions, restrictions, easements, charges, and liens (collectively "the Declarations"), each of which is to ensure the proper use and improvement for the benefit of the Property and each owner.

THEREFORE, Developer establishes, publishes, and declares that the Property is held, sold, and conveyed subject to the following Declarations, which are for the purpose of protecting the value and desirability of the Property. These Declarations are effective upon filing and are bind all parties having or acquiring any right, title, or interest in the Property or any portion of the Property.

**ARTICLE I  
DEFINITIONS**

The terms used in this Declaration are intended to have their normal, commonly understood meanings except as otherwise specified. Capitalized terms shall have the meanings ascribed to them in Exhibit B, unless the context specifies otherwise. Words importing singular include plural and vice versa; Words importing the masculine gender include the feminine and vice versa; Words importing a person include entities and vice versa.

**ARTICLE II  
GENERAL COVENANTS**

Section 2.1 RESIDENTIAL USE OF PROPERTY. All Lots shall be used for single-family residential purposes only. No commercial, business, or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Developer.

Section 2.2 CONSTRUCTION IN ACCORDANCE WITH PLANS. No improvement shall be constructed, erected, maintained, stored, placed, replaced, changed, modified, altered, or improved on any Lot unless approved in writing by the Developer or Architectural Control Authority.

Section 2.3 SUBDIVISION/COMBINATION OF LOTS AND ROAD USAGE. Lots, in

whole or in part, may not be subdivided or combined, except with written approval from the Developer. No Lot may be used as a road unless approved in writing by the Developer.

Section 2.4 LIVESTOCK AND PETS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property, except that a reasonable number of common household pets, such as dogs and cats, may be kept in a home provided the pets: (a) are secured or under the control of a responsible person at all times and obedient to that person's command any time they are permitted outside, (b) are not a nuisance, (c) do not cause unsanitary conditions on the Property or in the Community, (d) do not disturb the quiet enjoyment of others in the Community, and (e) and are in compliance with all applicable regulations, statutes, laws, and ordinances.

Section 2.5 OFFENSIVE ACTIVITIES. No noxious, offensive, or illegal activities shall be carried on in the Community nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to the Community, Owners, or Permittees.

Section 2.6 VEHICLES. Only standard private passenger vehicles are permitted to be parked at the front of a Lot or on thoroughfares. All other vehicles, including motorcycles, boats and other watercrafts, campers, golf carts, recreation vehicles, and trailers shall be parked at the rear of a Lot behind a home and adequately screened so as to not be visible from thoroughfares.

Section 2.7 CERTAIN EASEMENTS. The Developer reserves unto itself, its successors, and assigns, a perpetual, alienable, and releasable easement and right on, over, and under the ground of the Property to install, erect, maintain, and use electric, telephone, cable, internet, utility poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains, roadways, and other equipment used for the conveyance of electricity, street lighting, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, grade soil, inspect any Lot or Dwelling for compliance with the Declarations, or take other action reasonably necessary to provide economical and safe utility installation and to maintain a reasonable standard of health, safety, and appearance. Additionally, whenever the Developer is permitted by the Declarations to correct, repair, clean, preserve, or do any action on any Lot, Dwelling, or easement, entering the property and taking such action is not a trespass.

Section 2.8 ANTENNAS. No television antenna, receiving dish, radio receiver or sender, or other similar device shall be attached to or installed on the exterior portion of any structure in the Property, except that it is permissible to install equipment that is reasonably necessary for a master antenna system, security system, or cable television. At Developer's discretion, permission may be granted to install a television antenna or receiving dish so long as the antenna or dish is not visible from roadways or other Lots.

Section 2.9 UNSIGHTLY CONDITIONS. Each Owner and Tenant is jointly and severally responsible for preventing any unclean, unsightly, or unkempt condition on the Property, and ensuring conditions which maintain or enhance the beauty of the Community.

Section 2.10 TENANTS.

- (a) Any lease agreement between an Owner and a Tenant for the lease of a Lot, Dwelling, or any portion thereof, is subject to the Declarations and other Governing Documents. The Owner shall incorporate a provision in the lease stating the same and that failure to comply with the Governing Documents is a default of the lease and may result in an eviction action, which may be brought by the Owner, Developer, or Association. Failure to incorporate the Governing Documents in a lease does not affect the Tenant or Owner's responsibility to comply with the same.
- (b) All leases shall be in writing and a copy of the executed lease provided to the Developer within ten (10) days of the lease commencing. It is the responsibility of the Owner to ensure delivery of the lease to the Developer.
- (c) Owner and Tenant are jointly and severally responsible for all costs and fees, including attorneys' fees, incurred as a result of the Developer or Association enforcing any of its rights or obligations against a Tenant or Owner.

Section 2.11 STREET LIGHTING CHARGE. Each Owner shall pay a proportional share of the monthly charge for street lighting service as prescribed by the South Carolina Public Service Commission, or pay for such street lighting charge as part of the Regular Assessment as may be determined by the Developer.

Section 2.12 REGULATIONS. The use of the Property is and shall be subject to the Regulations as may be in effect from time to time. The Developer may adopt, amend, change, modify, or eliminate any Regulation and may waive any violation of the Regulations, in its sole discretion and without notice to the Owners.

Section 2.13 ENFORCEMENT OBLIGATIONS, DELEGATION, and WAIVERS.

- (a) Neither the Developer nor the Association has any responsibility to police or enforce any violations of the Governing Documents and shall have no liability for any violations, or for the failure to create, monitor, or enforce the same.
- (b) The Developer may, in its sole discretion, delegate or assign any of its rights or authority granted by the Declarations, subject to the limitations in Article IV.
- (c) The Developer may, in its sole discretion, waive any violation of the Governing Documents and grant variances as it sees fit.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 3.1 CONTROL OF THE ASSOCIATION. The Developer will initially exercise full control over the activities of the Association until it transfers control to the Owners. When the Developer decides to divest itself from control and authority of the Association, a writing signed by the Developer will be delivered to the Association or filed as an amendment to the Declaration with the Register of Deeds. Within 20 days of delivering or filing the instrument transferring control to the Association, a new Board of Directors shall be formed by election from among the Owners of Glen Eagle Phase II pursuant to the Association's By Laws.

Section 3.2 MEMBERSHIP. Every Owner of a Lot shall be a member of the Association.

Section 3.3 MEMBERSHIP CLASSES. The Association shall have two (2) classes of Membership:

- (a) Class A. Class A Members shall be all Owners, except the Developer. Class A Members shall be entitled to one (1) vote for each Lot they own. When more than one (1) person holds an interest in any Lot, all persons shall be Members. The vote for such Lot shall be exercised as the Owners thereof determine among themselves, but in no event shall multiple Owners of a Lot be entitled to cast more than one (1) vote with respect to any Lot, and no fractional vote may be cast.
- (b) Class B. The sole Class B Member shall be the Developer, and it shall be entitled to ten (10) votes for each Lot in which it holds a fee or undivided fee interest. Class B membership may, at the option of the Developer, be converted to Class A membership at any time.

Section 3.4 ASSOCIATION'S BOARD OF DIRECTORS. Following the Developer's transfer of control to the Owners, the business and affairs of the Association shall be managed by a Board of Directors of not less than three (3) directors, each of whom shall be elected by a majority vote of the Members of the Association in accordance with the By Laws. Directors must be members of the Association. No Director shall incur any liability whatsoever for any actions taken in good faith and within the scope of his or her authority in implementing or enforcing any provision of the Governing Documents.

#### **ARTICLE IV CERTAIN RIGHTS RESERVED BY DEVELOPER**

Section 4.1 GENERAL. In addition to any other rights granted to or reserved by the Developer, this Article IV sets forth additional rights granted to or reserved by the Developer. To the extent any other provision of the Declaration conflicts or is inconsistent with a provision in Article IV, the provision in Article IV controls.

Section 4.2 DEVELOPER'S RIGHTS UPON REACQUISITION OF LOTS AND/OR ANNEXATION OF ADDITIONAL PROPERTY TO THE COMMUNITY. After termination of its Class B Membership, Developer may restore all or a portion of its rights, privileges, or authority granted by the Declaration or any other Governing Document if the Developer annexes additional property to the Community or (re)acquires any Property. If the Developer exercises its option to restore any of these rights, the Association shall cease to have such rights or authority to the extent they conflict with the Developer's. Unless voluntarily relinquished by the Developer, all rights and authority shall be fully restored for as long as the Developer owns any of the Property in the Community.

Section 4.3 RIGHTS SOLELY OF DEVELOPER. The rights reserved by this Article IV are reserved **solely** to the Developer and shall not pass to the Association unless and until the Developer specifically assigns such right(s) to the Association by a separate, recorded instrument

specifically stating that the rights of Article IV of the Declaration are being transferred or assigned. The rights reserved to Developer in this Article IV constitute a material part of the consideration for the Developer to develop and encumber the Property with the Declaration.

Section 4.4 SEVERABILITY OF ARTICLE IV. If Article IV shall be declared null and void, such judgment or decree shall not affect or nullify the remaining provisions of the Declaration.

## **ARTICLE V ASSESSMENTS**

### Section 5.1 ASSESSMENTS.

(a) By accepting a deed to a Property, every Owner of any Lot(s) within the Property is personally obligated to pay to the Assessments and all Costs of Collection incurred as a result of Developer enforcing or attempting to enforce any provision of any Governing Document.

(b) Assessments and Costs of Collection are a charge on the land and a continuing lien upon the Lot(s) upon which they are levied. Owners of any Lot(s) are jointly and severally liable for all Assessments and Costs of Collection that are attributable to that Lot. In the event an Owner holds title to multiple Lots in the Community, the Association's continuing lien may be treated as one all-encompassing lien on all the Lots of the Owner(s) for purposes of the remedies available to the Association.

(c) Upon demand, the Association shall furnish to any Owner or attorney representing a prospective purchaser of a Lot, a certificate in writing signed by an officer of the Association setting forth whether the Assessments have been paid. This certificate shall be conclusive evidence of payment of any Assessments. At all times the Association's records, with respect to payments made or due, shall be deemed correct unless proper documentation to the contrary can be produced.

(d) This Article shall not be amended to eliminate or substantially impair the obligation to fix the Assessments at an amount sufficient to properly operate the Association or perform any of its obligations without the written consent of the Developer.

(e) There shall be three types of Assessments: (1) Regular Assessments, (2) Assessments for Non-Compliance with the Declaration, Bylaws, Regulations, Architectural Guidelines, or other Governing Documents, and (3) Special Assessments.

### Section 5.2 REGULAR ASSESSMENTS.

(a) The Regular Assessments levied by the Association shall be used exclusively for the purposes of the general operation of the Association, reserves, and the promotion of the health, safety, and welfare of the residents of the Community.

(b) The Developer shall fix the Regular Assessment based on the Association's budget for the period of the Regular Assessment. The amount of the Regular Assessment shall be uniform for each Lot except as otherwise stated and shall be assessed against all Lots at the same

time. The Developer may create a budget and fix the date of commencement, the size and number of installments, the method of determining the amount of all Regular Assessments against each Owner of a Lot, and prepare a roster of the Owners and the Assessments. The roster shall be kept in the office of the Association and shall be open to inspection by any Owner. If the Developer fails to set a Regular Assessment, then the previous Assessment or the previous installment schedule shall continue until the Regular Assessment is set. The budget shall be kept in the office of the Association and be available for inspection by any Owner. When Developer has Class B Membership, the Developer shall have the option to approve any portion of the budget.

Section 5.3 ASSESSMENTS FOR NON-COMPLIANCE. In the event that any Owner, Tenant, or their Permittees fail to comply with any of the provisions of the Governing Documents, the Developer may issue Assessments against the responsible Lot(s) and Owner(s) in amounts it determines, which shall be an Assessment for Non-Compliance.

Section 5.4 SPECIAL ASSESSMENTS. The Developer may levy an Assessment, which must be fixed at a uniform rate for all Lots, for the purpose of covering or defraying the cost of any construction, maintenance, repair, or replacement of any Improvement of or upon the Common Area. The Developer may also levy an Assessment to cover any unexpected budget shortfall or unexpected cost or expense.

Section 5.5 SUBORDINATION OF THE LIEN. A lien for unpaid Assessments or Costs of Collection is subordinate to a first mortgage recorded with the Lexington County Register of Deeds prior to any Assessment or Cost of Collection becoming delinquent. The sale or transfer of a Lot or Dwelling does not affect a lien created herein. A first lien mortgagee obtaining title to a Lot or Dwelling pursuant to a foreclosure shall not be liable for unpaid Assessments which accrued prior to its acquisition of title.

Section 5.6 LIENS ARE EXEMPT FROM THE SOUTH CAROLINA HOMESTEAD EXEMPTION AND WAIVER OF HOMESTEAD EXEMPTION. Any lien created as stated herein shall be exempt from the South Carolina Homestead Exemption; if such lien is foreclosed upon, each Owner, by acceptance of the deed to a Lot, waives any right to assert a Homestead Exemption.

Section 5.7 NOTICE OF APPRAISAL RIGHTS AND WAIVER OF APPRAISAL RIGHTS. The laws of South Carolina provide that in any real estate foreclosure proceeding, a defendant against whom a personal judgment is taken or asked may, within thirty (30) days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value, as approved by the court, would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. EACH LOT OWNER WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE LOT.

**ARTICLE VI**  
**COMPLETION, MAINTENANCE, AND OPERATION OF COMMON AREA**

Section 6.1 COMPLETION OF COMMON AREA BY THE DEVELOPER. The

Developer will complete the construction of the Common Area, streets, and roadways.

Section 6.2 MAINTENANCE AND OPERATION OF COMMON AREA. The Association, at its sole cost and expense (subject to payment of Assessments by Owners as set forth herein), shall operate and maintain the Common Area, which includes all entrances, entrance signs, and the property surrounding the entrances designated as Common Area. This includes paying utility bills and any other services required to maintain the Common Area. Unless located on a Lot or accepted by another responsible party (including, without limitation public bodies, governmental bodies, districts, agencies or authorities), all roadways, whether located on Common Area or not, shall be maintained by the Association. The maintenance, operation, and repair of the Common Area shall include, but is not limited to, repairing damage to pavements, roadways, walkways, or outdoor lighting, except when such responsibilities are accepted by responsible parties, including public bodies, governmental bodies, districts, agencies or authorities. This Section shall not be amended to eliminate or substantially impair the obligation of the Association to maintain and repair of Common Area.

## ARTICLE VII ARCHITECTURAL CONTROL

Section 7.1 ARCHITECTURAL CONTROL AUTHORITIES. The Developer shall be the initial Architectural Control Authority. The Developer may elect to delegate all or a portion of its authority or responsibilities to one or more architectural control committees. The architectural control committees, if and when established, shall be composed of representatives in such numbers and with such qualifications as may be determined by the Developer.

Section 7.2 PROCEDURES.

(a) Any person desiring to construct, repair, maintain, place, replace, or reconstruct any Improvement on any Lot or to make any improvements, alterations, or changes to any Improvement, in addition to obtaining any and all applicable property owner or governmental approvals, shall submit Plans and any other documentation required by the Architectural Control Authority to the Architectural Control Authority, which shall evaluate, approve, disapprove, or refuse to approve in writing such Plans in light of the purpose of the Declaration. The Architectural Control Authority shall have complete discretion to approve or disapprove Plans for any Improvement and to withhold review of any and all Plans submitted to it from an Owner who is not in good standing as a Member of the Association, including Members who owe past due Assessments on any Lot. The Architectural Control Authority may issue Architectural Guidelines and Regulations to assist it in the approving of Improvements and may change such Architectural Guidelines and Regulations at any time and from time to time without notice to the Owners. Any person using any Improvement shall comply with the Regulations established and amended from time to time. An aggrieved Owner may appeal the final decision of the Architectural Control Authority to the Developer through the processes required by the Architectural Control Authority or as set forth in the Architectural Guidelines or the Regulations. The failure to publish Architectural Guidelines shall not affect the architectural review authority of the Developer or the Architectural Control Authority.

(b) The Architectural Control Authority may charge a reasonable review fee for its initial and any subsequent review, the amount of which shall be established by the Architectural

Control Authority or set forth in the Architectural Guidelines. The Architectural Control Authority may, at its option, employ outside professional services for the review of Plans and specifications and may pay them accordingly for this service. The charging of fees and the hiring of professionals for this purpose by the Architectural Control Authority must be approved by the Developer.

**(c) APPROVAL OF ANY PLANS AND SPECIFICATIONS OR THE GRANTING OF A VARIANCE WITH RESPECT TO ANY OF THE ARCHITECTURAL GUIDELINES AND REGULATIONS BY THE DEVELOPER OR THE ARCHITECTURAL CONTROL AUTHORITY SHALL NOT BE CONSTRUED TO SET A PRECEDENT FOR APPROVAL, ALTER THE PUBLISHED ARCHITECTURAL GUIDELINES, OR BE DEEMED A WAIVER OF THE DEVELOPER'S OR OF THE ARCHITECTURAL CONTROL AUTHORITY'S RIGHTS TO DISAPPROVE SIMILAR PLANS AND SPECIFICATIONS.**

(d) The Architectural Control Authority may require the Owner to make a deposit to insure compliance with the approval or the Regulations in an amount and upon conditions to be determined by the Architectural Control Authority. The setting of an amount as a compliance deposit or of conditions for compliance for any one Lot shall not act as precedent or affect the setting of an amount or conditions of compliance for any other Lot. The compliance deposit may be retained or utilized by the Architectural Control Authority in any manner that they determine to be reasonable.

**(e) NEITHER THE DEVELOPER, ITS AGENTS, EMPLOYEES, DIRECTORS, OFFICERS NOR ANY OTHER MEMBER OF AN ARCHITECTURAL CONTROL AUTHORITY SHALL BE RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY DEFECTS, STRUCTURAL OR OTHERWISE, IN ANY PLANS OR SPECIFICATIONS APPROVED BY THE DEVELOPER, THE BOARD OF DIRECTORS, OR THE ARCHITECTURAL CONTROL AUTHORITY NOR FOR ANY DEFECTS IN ANY WORK DONE ACCORDING TO THE PLANS AND SPECIFICATIONS APPROVED BY THE DEVELOPER, THE BOARD OF DIRECTORS, OR ARCHITECTURAL CONTROL AUTHORITY. FURTHER, NEITHER THE DEVELOPER, THE ASSOCIATION, ARCHITECTURAL CONTROL AUTHORITY, OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ATTORNEYS SHALL BE LIABLE TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE DEVELOPER, THE BOARD OF DIRECTORS, OR THE ARCHITECTURAL CONTROL AUTHORITY PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE DEVELOPER, THE BOARD OF DIRECTORS, OR THE ARCHITECTURAL CONTROL AUTHORITY FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT (S)HE WILL NOT BRING ANY ACTION OR SUIT AGAINST THE DEVELOPER, THE ASSOCIATION, THE MEMBERS OF ITS BOARD OF DIRECTORS OR THEIR AGENTS, EMPLOYEES, OFFICERS, OR ANY MEMBER**



**OR AGENTS OF THE ARCHITECTURAL CONTROL AUTHORITY, TO RECOVER ANY DAMAGES ARISING OUT OF SUCH APPROVAL OR DISAPPROVAL. EACH OWNER, BY ACCEPTANCE OF THE DEED TO THE LOT, RELEASES, REMISES, QUIT CLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH APPROVAL OR DISAPPROVAL.**

**ARTICLE VIII  
OWNER'S MAINTENANCE RESPONSIBILITIES**

Section 8.1 OWNER'S MAINTENANCE RESPONSIBILITIES. All maintenance and repair of a Lot, together with all portions of the Dwelling, and other Improvements on the Lot, including landscaping maintenance, shall be the responsibility of the Owner. The responsibility of each Owner shall include painting, maintaining, repairing, and replacing siding, exterior doors, fixtures, mailboxes, equipment, and appliances (including the heating and air-conditioning system for the Dwelling) and all chutes, flues, ducts, conduits, wires, pipes, plumbing, or other apparatus which are deemed to be a part of the Dwelling or Lot, and the lawns, trees, shrubs, fences, grass, driveways, walkways, patios, or sidewalks and any other landscaping component on the Lot. The responsibility of the Owner shall also include, but not be limited to, the maintenance, repair, and replacement of all glass, lights, and light fixtures (exterior and interior), awnings, window boxes, window treatments, window screens, and all screens or glass-enclosed porches, patios, balconies, or decks which are a part of the Dwelling. Each Owner shall also maintain roof, gutters, and downspouts in a good state of repair. In addition, each Owner shall maintain their trash receptacles in such a manner as to prevent any foul or unpleasant odors from disturbing others, or odors that may attract animals. Each Owner shall ensure that trash receptacles containing building or construction waste and debris are maintained in a manner in keeping with the requirements of this Section, including the responsibility of keeping said receptacles from becoming overloaded with waste and debris or becoming an aesthetic eyesore or potential danger for others in the Community. The Developer shall have the authority to enforce an Owner's maintenance responsibilities under this Article, pursuant to remedies set forth in this Declaration.

Section 8.2 OWNER MUST PROVIDE INSURANCE OF DWELLING. Each Owner shall, at its own expense, insure the Dwelling and all other insurable Improvements on the Lot in an amount not less than the then current maximum insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location, and use, including vandalism, malicious mischief, windstorm, and water damage.

Section 8.3 RECONSTRUCTION OR REPAIR OF DAMAGED DWELLING. If any Dwelling or other Improvement on a Lot is damaged, the Owner shall promptly, as such period shall be deemed reasonable and appropriate by the Developer, reconstruct or repair it to restore the Dwelling or Improvement to its condition prior to suffering the damage. All such reconstruction and repair work shall be done in accordance with plans and specifications approved by the Developer. Encroachments upon or in favor of Dwelling or Lots, which may be necessary for or created as a result of such reconstruction or repair, shall not constitute a claim or basis of a proceeding or action by the Owner on whose Dwelling or Lot such encroachment

exists, provided that such reconstruction or repair is done substantially in accordance with the plans and specifications approved by the Architectural Control Authority or as the building was originally constructed.

## **ARTICLE IX REMEDIES**

Section 9.1 REMEDIES FOR NONPAYMENT OF ASSESSMENTS. Any Assessments not paid by the due date shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded, or the highest rate allowed by law. The Developer shall have the right to charge an Association collection fee or late charge on any Assessment or installment not paid by its due date. If an Owner is delinquent, the Developer has the right to accelerate all Assessments due from the Owner of that Lot and any other Lots for that budgeted period. The Developer may bring an action at law against the Owner personally obligated or foreclose the lien created against the Lot(s) in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages and may seek a deficiency judgment. No Owner may waive or otherwise escape liability for the Assessments, which includes the Costs of Collection.

Section 9.2 REMEDIES FOR FAILURE TO MAINTAIN EXTERIOR OF DWELLING AND LOT. In the event that a Lot or Dwelling is not properly maintained, the Developer may, in addition to any other remedy, provide such exterior maintenance. The Developer shall first give written notice to the Owner of the specific items of the exterior maintenance or repair that the Association intends to perform and the Owner shall have the time set forth in the notice to perform the maintenance himself or to satisfy the Developer that the required maintenance or repair will be completed in a timely manner. The determination as to whether a Lot or Dwelling is not properly maintained is within the sole discretion of the Developer.

In the event the Developer performs maintenance, repair, or replacements, the costs together with all Costs of Collection and a service charge equal to 25% of the maintenance, repair, or replacement costs will be added to and become a part of the Assessment to which the Lot and Owner are subject.

Section 9.3 ADDITIONAL REMEDIES. Enforcement of the Governing Documents, in addition to any other remedy set out herein, may be carried out through any proceeding at law or in equity, against any person or persons violating or attempting to violate any provision of any Governing Document, either to prevent or restrain violations, to recover damages, or to compel a compliance with the terms. Any failure by the Developer, the Association, or any Owner to enforce any covenant or restriction shall not be deemed a waiver of a right to do so thereafter. The Developer has the right to remove any Improvement, structure, or thing that is in violation of the Declaration, Architectural Guidelines, or Regulations at the expense of the Owner, including the right to cease current construction and enjoin further construction. Any entry, abatement, or removal occurring pursuant to this section shall not be deemed a trespass. The Developer or Association is entitled to recover all attorneys' fees and costs incurred in pursuing any remedy against an Owner or Lot.

## ARTICLE X GENERAL PROVISIONS

Section 10.1 DURATION. The Declaration shall run with and bind the Property, and shall inure to the sole benefit of and be enforceable by the Developer, so long as the Developer owns any portion of the Property, and thereafter to the Association. All covenants, conditions, limitations, restrictions, obligations and rights set forth in this Declaration, as the same may be amended from time to time, shall be binding and run with the land and continue until twenty one (21) years from the date of execution hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then Owners is recorded, agreeing to change the same in whole or in part; provided, however, that all property rights and other rights reserved to the Developer shall continue forever to the Developer, except as otherwise herein provided.

Section 10.2 NOTICE. Any notice required to be sent to any Owner or other person under the provision of this Declaration shall be deemed to have been received by the intended recipient when sent either (a) via electronic mail to the last known e-mail address provided to or known by the Developer, (b) personally delivered or mailed (including via USPS, FedEx, UPS, or any other nationally-recognized overnight courier service) to the last known address of the person who appears authorized to receive notice or vote as shown in the records of the Association at the time of such mailing, (c) personally delivered or mailed (including via USPS, FedEx, UPS, or any other nationally-recognized overnight courier service) to the Lot, or (d) posted on the Lot.

It shall be the responsibility of any Owner to file written notice with the Association of the name, address, and e-mail address of the person authorized to receive notifications from the Association or the Developer as to Assessments, infractions of the Governing Documents, or other information relevant to the Community.

Section 10.3 SETTLEMENT STATEMENT AUTHORIZATION. The Owner, by acceptance of the deed to the Lot, authorizes and directs the closing attorney to provide the Association with a copy of the HUD Settlement Statement from the closing transferring the Lot and/or Dwelling to the Owner. If closing attorney fails to provide the HUD Settlement Statement, Owner is responsible for delivering the same to the Association.

Section 10.4 SEVERABILITY. In the event any one or more of the provisions of this Declaration or other Governing Documents is declared void, such judgment or decree shall not affect, modify, or nullify any of the remaining provisions of this Declaration or other Governing Document not declared void. All remaining provisions of this Declaration or other Governing Document not expressly deemed void shall continue unimpaired and in full force and effect.

Section 10.5 AMENDMENT.

(a) In addition to any other manner provided for amending the Declaration or Governing Documents, the same may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by at least 51% of Owners, provided that when the Developer has Class B Membership, the Developer's prior written consent to any such amendment to the Declaration or any other

Governing Document must be obtained; further provided that the provisions for voting of Class A and Class B Members in this Declaration shall also be effective in voting for changes in this Declaration.

(c) Without limiting the foregoing, the Developer shall, at any time and from time to time, as it sees fit, have the right to cause the Declaration or other Governing Documents to be amended to correct any clerical or scrivener's error(s).

(d) In addition, any provision of this Declaration which contradicts the requirements of the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") or the Federal National Mortgage Corporation ("FNMC") or any other insurer or purchaser of mortgage secured by the Lots, as the same may be amended from time to time, shall be automatically deemed amended and modified so as to comply with such requirements if one or more Owners obtains FHA, VA, or FNMC financing and the Developer consents in writing. Without limiting the foregoing, if required to effect any amendments made pursuant to the previous sentence, the Developer shall have the right to cause this Declaration to be amended.

(e) Notwithstanding the above-stated amendment rights, under no circumstances shall the Association amend the Governing Documents so as to delete, lessen, or otherwise negatively affect the rights granted or reserved to the Developer. If any amendments are passed and recorded in violation of this Section, such amendments shall be null and void.

Section 10.6 AMENDMENT BY DEVELOPER. In addition to any other right to amend, until the termination of Developer's Class B Membership or upon reinstatement of the Developer's Class B Membership, the Declaration may be amended, restated, changed, added to, derogated, or deleted by the Developer, from time to time in its sole discretion without the consent of the Owners, their mortgagees, or the Association, by the execution and recordation of any instrument executed by the Developer. Subject to the Declaration, every purchaser or grantee of any Lot, by acceptance of a deed or other conveyance, agrees that the Declaration may be amended or otherwise changed as provided herein and such amendment shall be applicable to and binding upon the Owners and the Lots. At the option of and in the sole discretion of the Developer, any and all amendments to this Declaration made under the authority of this Section may apply: (i) upon the day of execution or recording; (ii) retroactively to the date of this Declaration or to some other specified date in the amendment; or (iii) prospectively to some specified date in the amendment.

Section 10.7 EFFECTIVE DATE. This Declaration shall become effective upon its recordation with the Register of Deeds.

Section 10.8 PAID PROFESSIONAL MANAGER. The Developer may employ a manager or managerial firm to supervise all work, labor, services, and material required in the operation and maintenance of the Community and in the discharge of the Association's duties throughout the Community.

Section 10.9 BINDING EFFECT. The Declaration and other Governing Documents shall inure to the sole benefit of the Developer for so long as the Developer owns any portion of the Property, and thereafter to the Association. This Declaration shall be binding upon the parties

hereto, including without limitation all Owners, and the purchasers of Lots, their heirs, personal representatives, successors and assigns.

Section 10.10 WAIVER. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be construed to constitute a precedent or be deemed a waiver of the right to do so at any time and shall not bar or affect enforcement.

Section 10.11 COSTS OF COLLECTION AND ENFORCEMENT. Should the Developer or the Association employ counsel to enforce the Declaration or any provision of the Governing Documents, including collection or attempted collection of Assessments, all Costs of Collection incurred in enforcement shall be paid by the Owner and/or other responsible person designated herein in addition to being assessed to the Lot or Lots.

Section 10.12 DEVELOPER LIABILITY AND HOLD HARMLESS. The Developer shall not be liable or responsible for any violation of the Declaration or other Governing Document by any person other than itself. The Owners and the Association shall hold the Developer harmless from any liability, loss, or cost arising out of their or their Permittees' violation of the Declaration.

Section 10.13 SAFETY AND SECURITY. **Each Owner and their respective Permittees, Tenants, Guests, etc. shall be responsible for their own personal safety and the security of their property in the Community. The Developer and Association have no duty to enhance the level of safety or security which each person provides for himself or herself and his or her property, nor shall the Developer or Association have any duty to respond to a safety or security problem if provided notice of such, although nothing prevents either from voluntarily (1) passing on such notification to the proper law enforcement or governmental authorities, (2) responding in some other manner to protect safety or security, or (3) taking action to enhance the level of safety or security in the Community. Neither the Developer nor the Association shall be considered insurers or guarantors of safety or security within the Community, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or failure to respond adequately to a security problem or a dangerous or hazardous condition of any Property within the Community. Each Owner acknowledges, understands, and assumes full responsibility for informing its Permittees, etc. that the Developer and Association are not insurers or guarantors of security or safety and that each person within the Community assumes all risks of personal injury and loss or damage to property, including Dwellings and the contents therein. Each Owner also acknowledges, understands, and shall inform its Permittees, etc. that they are responsible for contacting the appropriate public authorities directly when safety or security problems arise.**

Section 10.14 TIME REDUCTION. In the event that any of the provisions are declared void by reason of the period of time stated, then the period of time shall be reduced to a term which does not violate the rule against perpetuities or any other law of the State of South Carolina and such provisions shall be fully effective for such period of time and any extensions thereafter, if allowable.

Section 10.15 ASSIGNABILITY OF RIGHTS AND POWERS. By filing a document

with the Register of Deeds or by providing notice as set forth in Article 3.1, the Developer may assign, either permanently or temporarily or in part or in whole, any or all of the rights and powers granted or arising from the Declaration to one or more entities or persons, subject to the provisions of Article 4. The Developer may delegate any of the above-stated powers and rights to the same extent as it may assign them without any recording or notice requirements.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

SIGNED SEALED AND DELIVERED  
in the presence of:

Comptroller of the Treasury  
Walter B. Todd Jr.

DEVELOPER:  
[Signature]  
Walter B. Todd Jr.

By: [Signature] (SEAL)  
Name: Walter B. Todd Jr.  
Title: President

STATE OF SOUTH CAROLINA )  
COUNTY OF Lexington ) ACKNOWLEDGMENT

I, WALTER B TODD JR, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for WADE MCGUINN personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed before me this  
5<sup>th</sup> day of June, 20 15.  
[Signature] (SEAL)  
Notary Public for SOUTH CAROLINA  
My Commission Expires: 5/13/2023

**EXHIBIT 2**  
**DEFINITIONS OF SIGNIFICANT TERMS**

The terms used in this Declaration are intended to have their normal, commonly understood meanings except as otherwise specified. Capitalized terms shall have the meanings ascribed to them in this Exhibit B unless the context specifies otherwise. Words importing singular include plural and vice versa; words importing the masculine gender include the feminine and vice versa; words importing a person include entities and vice versa.

**Architectural Control Authority**: the Developer, any appointees of the Developer, or any architectural control boards or committees appointed by the Developer to act as such.

**Architectural Guidelines [and Regulations]**: policies, rules, or procedures which shall act as a guide for the architectural control and review process and for the maintenance, construction, or renovation of Improvements, which may be published or amended by the Architectural Control Authority. Failure to publish any Architectural Guidelines shall not diminish the architectural control and review authority of the Architectural Control Authority.

**Assessment(s)**: all costs and fees charged to an Owner as specified in the Declaration pursuant to Articles 5.1, 5.2, 5.3, and 5.4 plus Costs of Collection.

**Assessment(s) for Non-Compliance**: as defined in Article 5.3.

**Association**: Glen Eagle Phase II Homeowners Association, a South Carolina non-profit corporation, its successors, and assigns.

**Board or Board of Directors**: the Association's board of directors.

**By Laws**: the bylaws of the Association.

**Class A Member(s)**: as defined in Article 3.3

**Class B Member**: as defined in Article 3.3

**Common Area**: areas of land within the Property, the location and dimensions of which may be established, modified, or adjusted by the Developer as set forth herein, shown as "Common Area" on any recorded Plat of the Property or so designated in any conveyance to the Association by the Developer including, but not limited to, any and all Improvements, fixtures, equipment, entrance signs, lights, shrubs, or landscaping.

**Community**: the subdivided Property.

**Costs of Collection**: any expense incurred by the Developer or Association (a) in realizing a due or promised payment/obligation, (b) in enforcing any rights granted to it by the Governing Documents, or (c) in pursuing any violation of the Governing Documents. Costs of Collection shall include attorneys' fees and costs.

**Declaration(s)**: this Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens, any amendments or modifications.

**Developer**: McGuinn Homes, LLC and its successors, assigns, and affiliates provided such successors, assigns, and affiliates are designated as such by the Developer. The Developer may make partial or multiple assignments of its rights under this Declaration. All assignees shall be deemed to be the Developer as to the rights assigned to them.

**Dwelling**: a single-family home in the Community.

**Governing Document(s)**: collectively as may apply, the Declaration, By Laws, Articles of Incorporation, Regulations, and Architectural Guidelines and Regulations.

**Improvement(s)**: a thing or object upon any portion of the Property including by way of illustration and not limitation, any Dwelling or building or part thereof, garage, porch, shed, mailbox, greenhouse, or bathhouse, patio, siding, doors, fixtures, equipment, and appliances.

**Lot(s)**: any parcel of land on which an Improvement(s) or Dwelling(s) may be erected, shown and described as a "Lot" on any recorded subdivision plat of the Property.

**Member(s)**: any Owner.

**Owner(s)**: record owner or owners of any of the Lots and the heirs, successors, and assigns of any Owner.

**Permittee(s)**: Owner's family, friends, guests, agents, customers, invitees, licensees, employees, servants, contractors, tenants and tenant's family, friends, guests, agents, customers, invitees, licensees, employees, servants, and contractors.

**Plans**: plans, specifications, elevations and exterior designs proposed to be built as an Improvement on any Lot, or any other item designated in the Architectural Guidelines, as well as a site plan showing building setbacks and locations of all Improvements or other items designated in the Architectural Guidelines within the Lot.

**Property**: all property, including but not limited to Lots, streets, or road rights-of-way subject to this Declaration, which is described in Exhibit 1, together with any additional land that may be annexed or incorporated in the Property by amendments or supplemental Declarations

**Register of Deeds**: the office of the Register of Deeds in the county in which the Property is located.

**Regular Assessment(s)**: as defined in Article 5.2.

**Regulations**: guidelines, rules, policies, regulations, and procedures adopted by the Developer or Board of Directors for the Community.



**Special Assessments**: as defined in Article 5.4.

**Tenant(s)**: a person who occupies a Lot or Dwelling, in whole or in part, from a landlord and pays rent.

## Exhibit 1

Beginning at the approximate intersection of the northern right-of-way margin of Megan Lane and the eastern right-of-way margin of Emanuel Church Road, this being the POINT OF COMMENCEMENT (P.O.C.); thence turning and running in an easterly direction along the northern right-of-way margin of Megan Lane for an approximate distance of 967 feet to a 1/2" Rebar (o), thence continuing along the northern right-of-way of Megan Lane for a distance of 59.25 feet to a 5/8" Rebar (o); thence turning and running in a curved line along the northern and western right-of-way of Megan Lane for a distance of 18.92 feet to a 5/8" Rebar (o); thence turning and running along the western right-of-way of Megan Lane for a distance of 19.07 feet to a 5/8" Rebar w/ cap (o); this being the POINT OF BEGINNING (P.O.B.), thence turning and running N 16°14'01" W along the property of now or formerly of Langley M. Shull for a distance of 70.99 feet to a 1/2" Rebar (o); thence turning and running S 74°11'26" W along the property of now or formerly of Langley M. Shull for a distance of 95.45 feet to a 5/8" Rebar w/ cap (o); thence turning and running S 60°58'51" W along the property of now or formerly being lots 18 & 19 in Gleneagle Subdivision Phase 1 for a distance of 140.16 feet to a 5/8" Rebar w/ cap (o); thence turning and running S 61°13'04" W along the property of now or formerly being lot 20 in Gleneagle Subdivision Phase 1 for a distance of 69.26 feet to a 5/8" Rebar (o); thence turning and running N 14°43'36" W along the property of now or formerly of Langley M. Shull for a distance of 20.62 feet to a 1/2" Rebar (n); thence turning and running N 61°13'04" E along the property of now or formerly of Langley M. Shull for a distance of 64.21 feet to a 1/2" Rebar (n); thence turning and running N 60°58'51" E along the property of now or formerly of Langley M. Shull for a distance of 109.19 feet to a 1/2" Rebar (n); thence turning and running N 16°16'02" W along the property of now or formerly of Langley M. Shull for a distance of 220.14 feet to a 1/2" Rebar (n); thence turning and running S 70°29'51" W along the property of now or formerly of Langley M. Shull for a distance of 44.52 feet to a 1/2" Rebar (n); thence turning and running N 19°30'09" W along the property of now or formerly of Langley M. Shull for a distance of 25.00 feet to a 1/2" Rebar (n); thence turning and running N 70°29'51" E along the property of now or formerly of Langley M. Shull for a distance of 65.96 feet to a 1/2" Rebar (n); thence turning and running N 16°16'02" W along the property of now or formerly of Langley M. Shull for a distance of 82.18 feet to a 1/2" Rebar (n); thence turning and running S 73°22'24" W along the property of now or formerly of Langley M. Shull for a distance of 195.00 feet to a 1/2" Rebar (n); thence turning and running N 16°16'02" W along the property of now or formerly of Langley M. Shull for a distance of 290.03 feet to a 1/2" Rebar (n); thence turning and running N 73°41'42" E along the property of now or formerly of Langley M. Shull for a distance of 504.46 feet to a 1/2" Rebar (n); thence turning and running S 16°20'16" E along the property of now or formerly being lot 11 in Hillside Subdivision and lot 13, block "A", in Chadwood Subdivision for a distance of 459.02 feet to a 2" Pipe (o); thence turning and running S 16°08'28" E along the property of now or formerly being lot 14, block "A", in Chadwood Subdivision for a distance of 99.85 feet to a 1" Pinch Top (o); thence turning and running S 18°30'10" E along the property of now or formerly being lot 15, block "A", in Chadwood Subdivision for a distance of 4.30 feet to a 2" Pipe (o); thence turning and running S 16°18'52" E along the property of now or formerly being lot 15, block "A", in Chadwood Subdivision for a distance of 95.75 feet to a 1 1/2" Pipe (o); thence turning and running S 15°56'50" E along the property of now or formerly being lot 16, block "A", in Chadwood Subdivision for a distance of 34.93 feet to a 1/2" Rebar (o); thence turning and running S 74°22'46" W along the property of now or formerly of Langley M. Shull for a distance of 149.64 feet to a 1/2" Rebar (o); thence turning and running S 16°08'16" E along the property of now or formerly of Langley M. Shull for a distance of 55.82 feet to a 5/8" Rebar w/ cap (o); thence turning and running S 73°40'21" W along the northern-of-way of Megan Lane for a distance of 50.06 feet to a 5/8" Rebar w/ cap (o); this being the POINT OF BEGINNING (P.O.B.)

and being 6.15 acres according to a plat entitled "Boundary Plat and Topographic Map prepared for McGuinn Homes", by Cox and Dinkins, Inc., dated October 13, 2014.

For Informational Purposes Only:

DERIVATION: This being that same property conveyed to Lexington Gleneagle Associates, LLC, by General Warranty Deed of L.O.S., Inc., by Langley M. Shull, sole shareholder and individually, dated October 17, 2014, and recorded with the Office of the Register of Deeds for Lexington County on October 22, 2014, in record Book 17257 at Page 72.

TMS# Portion of 005598-03-005