

- (22) No privately owned sewage disposal system shall be permitted upon any lot or parcel of land of the properties covered by this Amended and Restated Declaration unless the Developer or the Association has indicated it will not make its sewer system available, and then not unless such system is designed, located, and constructed in accordance with requirements, standards and recommendations or applicable government agencies and approved in writing by the ACC or the Association as applicable.
- (23) The Developer shall convey title to the roadways, common areas and green spaces of Mount Vintage to the Association at such time as it, in its sole discretion, deems proper but not later than such time as eighty percent (80%) of the residential building lots as contemplated in the overall plans of development of Mount Vintage, including additions as set forth in Article IX herein below, shall have been conveyed by the Developer.
- (24) Renting a portion of any lot is prohibited. Renting the whole of a lot to third parties is permissible. Third party renter will have access to Association facilities if the owner is a member in good standing and following all rules and guidelines in the Bylaws and Amended and Restated Declaration.

See Addendum One for covenant applicable to Estate Tracts, Phase-One and Phase Two regarding "Use and Maintenance of Ponds and Dams"; Addendum Two applicable to Estate Tracts, Phase Two regarding ponds, dams, docks, boats, easements thereto as well as Developer and Mount Vintage Golf Club reservations; Addendum Five applicable to Section C regarding "Use and Maintenance of Pond and Dam, in Section C"; and Addendum Six applicable to "Use and maintenance of Ponds and Dams in Section G", Chester Downs. See Addendum Eight applicable to the Vineyard, Section F, Lots F-7 through F-32, regarding "Use and Maintenance of Automatic Gate". See Addendum Eleven applicable to Shaw Estates, Lots S-2, S-3 and S-4 regarding "Use and maintenance of Lakes, Dams, Fences in Section S".

ARTICLE IV RESERVATIONS OF EASEMENTS

- (1) In addition and supplemental to the easements as shown and delineated on any subdivision plats of Mount Vintage, easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer fifteen feet (15') along all side lot line (7.5' each side), and twenty feet (20') easement (20' on lot side) along rear lot lines adjoining the golf course, and twenty foot (20') easement (10' each side) along rear lot lines adjoining other subdivision lots and over all areas designated as easements upon the aforesaid plat of Mount Vintage provided, that in the event of re-subdivision of any of the said lots under the provisions of Paragraph 3 of Article I hereof, such side easement shall apply to the side lot lines of the lots as re-divided in lieu of the side lot line of the lots as shown on the original plat referred to above, unless the installation of utilities and drainage facilities shall have been substantially completed, in which event the easement originally reserved shall apply. Where an

easement with larger dimensions is shown on said plat, the larger easement shall apply instead of the easement herein reserved. Notwithstanding ownership of applicable subdivision easements, residents shall maintain contiguous areas in a condition consistent with their own property and the overall beauty and property interests of the community.

See Addendum Two for covenant applicable to Estate Tracts, Phase Two; Addendum Three applicable to Sections A, B, and C; Addendum Seven Applicable to Section P, Lots P-7 through P-37 and P-39 through P-43 and Section O, Lots O-38 through O-51; Addendum Nine applicable to the Retreat at Independent Hill Patio Homes; Addendum Ten applicable to Pavilion Lake, Sections E and F; Addendum Eleven applicable to Shaw Estates, Section S and Addendum Twelve applicable to Section L, Lots L-1 through L-39, Section M, Lots M-24 through M-35; Section N, Lots N-1 through N- 13 and N-47 through N-86 and Section P, Lots P-1 through P-43.

- (2) Mount Vintage Golf Course, its successors, assigns, guests, invitees, employees, agents and members are granted a non-exclusive easement for the use of roads, streets, and ways in Mount Vintage for purpose of ingress and egress. This provision does not preclude the Association from imposing an impact fee for said ingress and egress at its sole discretion.

ARTICLE V MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS OF ITS MEMBERS

- (1) **Membership.**
All owners of a single-family residential building lot or lots in Mount Vintage shall thereby become members of the Association for so long as such ownership continues, provided, however, that no person or corporation in taking title as security for the payment of money for the performance of any obligations shall thereby so become entitled to membership unless such person or corporation shall take actual title of the property through legal *or* voluntary means. Ownership of property as qualification for membership is defined herein as follows: Ownership of any such lot under recorded deed, whether the owner is occupant or not, or ownership under a bond for title or contract of purchase, if the same be accompanied by an actual occupancy of the lot in question. Ownership within the meaning and intention hereof shall cease upon the sale of any such lot of another by the owner thereof. Sale of any such lot within the meaning hereof shall be effective upon the recording of any deed conveying such lot to another or the termination of occupancy of the property of the property by the owner thereof accompanied by the giving of such owner to another of a bond for title or contract of sale with respect to such lot.

The Developer shall be a member of the Association as long as it is an owner of one or more residential lots as shown on any plat of Mount Vintage or lands contiguous thereto which are reserved for future development as contemplated herein.

Members of the Association shall consist of two classes: Class A members and Class B Members, who respectively shall have the rights, voting privileges and duties as set forth in the bylaws of the Association and as hereinafter set forth, to-wit:

(a) Class A members for the owners of the lots in Mount Vintage shall initially consist of the Developer, who shall be entitled to voting privileges, in the amount of one (1) vote for each residential lot owned by it in Mount Vintage.

(b) Class B members shall consist of all other owners of residential lots in Mount Vintage, other than the Developer. Class B members shall not have voting privileges until the Developer shall have conveyed all residential lots and tracts within Mount Vintage including, but not limited to, additional phases, sections and developments which the Developer may decide to add to the scheme of the development as contemplated under Article IX of the Amended and Restated Declaration, unless and until the Developer, at its sole and exclusive discretion, elects to transfer such rights, voting privileges and duties to Class B members of the Association at which time Class B members shall become Class A members. In the event that a Class B member shall own more than one contiguous lot upon which only one residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) vote and shall likewise only be subject to the imposition of dues and assessments calculated for a single lot pursuant to Article VI of this Amended and Restated Declaration provided said residence is partially physically located on each such contiguous lot. A corporation owning one or more lots in Mount Vintage, shall have one (1) vote for each lot owned, but no member, stockholder, director, employee, or officer of such corporation shall acquire any rights individually to become a member of the Association.

(2) Duties of the Association are as follows:

(a) Impose and collect such dues, assessments, fines, fees, and other charges as it may deem necessary in accordance with Article VI hereof, and to landscape and maintain the beautification of all common areas and green spaces of Mount Vintage as shown on the plats thereof. Common areas shall mean all real and personal property now and hereafter owned by the Association for the common use and enjoyment of the owners. The common areas and amenities are to be owned by the Association at a time and in the discretion of the Developer, less and except individual lots, dwellings and attached dwelling areas of the property, recreational amenities, and additional property. The designation of any land and/or improvements as common areas shall not mean or imply that the public at large acquires any easement or use or enjoyment.

In addition, the Association shall also repair and maintain all roadways, traffic circles, landscape islands, medians, sidewalks, street lighting and parking areas of said subdivision located as shown on subdivision development plats incorporated herein. The Association may, in its discretion, have the additional duty of requiring all lot owners to maintain their property in accordance with the standards set forth herein.

(b) Maintain liability insurance for the Association in such amounts as shall be determined by its Board of Directors to protect the Association against claims for

which the Board of Directors determine should be covered, including, without limitation, insurance for the officers and directors in connection with their management of the Association.

(c) Purchase, own, maintain, repair, ~~operate and~~ finance the Athletic Club, Town Center, Mount Vintage Golf Course and any additional amenities, common areas or other properties which the Association deems to be for the overall good of Mount Vintage, the Association and its members, and for the benefit of its members.

(3) Rights of the Members to Use Facilities.

All members in good standing have the right to use and enjoy on an equal basis the Mount Vintage Golf Course, Grill, Pro Shop, Driving Range, Town Center, and Athletic Club subject to reasonable restrictions that may be promulgated by the Association. These may include, but are not limited to, payment of reasonable fees and restrictions on use during special events.

ARTICLE VI
COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION

(1) Imposition of Assessment.

Each member of the Association, as defined in Article V of this Amended and Restated Declaration, obligates himself, or itself, and by the ownership of a residential lot in Mount Vintage shall be deemed to covenant and agree to pay the Association when due the annual or special assessment for any fees, dues, fines, or assessments established hereby or by its Board of Directors from time to time hereinafter provided. In no event shall ownership by the Developer of any residential lot in Mount Vintage, including any additional area or areas added in the future, pursuant to Article IX herein, be construed as imposing upon the Developer the duty or obligation of paying any dues, assessments or other charges to the Association for such lots or areas.

Each residential building lot on the aforementioned plat of Mount Vintage shall be made subject to a continuing lien to secure the payment for all fines, dues, fees, annual or and special assessment charges when due.

(2) Amount and Payment of Fees, Fines, Annual Dues and Special Assessments.

Annual dues or special assessments, fees and fines shall be in amounts to be determined annually and from time to time by the Board of Directors of the Association pursuant to the provision of Bylaw Seven of the Bylaws of Mount Vintage Homeowners Association, Inc., provided, however, that the amount of such annual dues or special assessments shall be the same within each of the two categories of members (homeowners and lot owners) but may differ for homeowners and lot owners. The amount of annual dues as determined by the Board of Directors will be announced to the members of the Association on or before January 1 of each year. The initial payment of annual dues shall be pro-rated at the closing of any lot or property. Special assessments, fees and fines imposed in accordance with this Amended and Restated Declaration and the Bylaws of the Association shall be due and payable at such time as the Association

designates.

(3) Use of Annual Dues.

The amount so paid to the Association shall be administered by the Association and may be used for the payment of expenses incurred for the following purposes:

(a) Maintenance of roadways, entrance sites, entrance ways, traffic circles, landscape islands, medians, sidewalks, parking areas, common areas and street lighting of Mount Vintage.

(b) For such purposes as set forth in the Bylaws of the Association as they now exist or as the same may be hereafter amended.

(c) For the purchase, maintenance, upkeep, operation, repair, debt service, loan payments and other costs associated with the Town Center, Athletic Club, the Mount Vintage Golf Course and any and all other amenities or properties which the Association shall determine is in the best interests of Mount Vintage, the Association and its members.

(d) For such other lawful purposes as the Board of Directors of the Association shall determine.

**ARTICLE VII
RULE MAKING**

Rules and Regulations.

Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the owners, their families, tenants, guests, invitees and agents, until and unless any such rule or regulation be specifically overruled, cancelled or modified by the Board of Directors or as applicable, in a regular or special meeting of the Association by the affirmative vote of the majority of the owners present or by proxy, provided that in the event of such vote, such action must also be approved by Developer, for so long as Developer owns any lot or dwelling primarily for the purpose of sale or has the expired option to add Additional Property of any portion thereof to the Development.

**ARTICLE VIII
REMEDIES FOR VIOLATIONS OF THE DECLARATION**

(1) In the event of a violation or breach of any of the covenants and restrictions contained herein by any owner, or agent of such owner, the owner of the lots in Mount Vintage or the Association or the ACC or any of them jointly or severally shall have the right to proceed at law or in equity to compel the compliance to the terms hereof or to prevent

the violation or breach of the covenants herein contained or recover damages for such violation to impose a monetary fine for violation of said bylaw and/or covenant which may be established from time to time in an amount at the sole discretion of the Developer or the Association, or the ACC. In addition to the foregoing, the Developer or the Association or the ACC shall have the right, whenever there shall have been built on any lot in the subdivision any structure or other condition created which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after 30 days written notice of such violation, it shall not have been corrected by the lot owner. Furthermore, the Developer or the Association or the ACC have the right whenever an owner of a lot fails or refuses to maintain the yards and grounds in compliance with the approved landscape plan in violation of these restrictions, to enter upon the property where such violation exists and perform such maintenance as is necessary to comply with the approved landscape plan, at the expense of the owner, if after 30 days written notice of such violation, it shall not have been corrected by the lot owner. Any such entry and abatement or removal shall not be deemed a trespass.

Each owner shall comply strictly with the covenants and bylaws and any published rules and regulations of the Association adopted pursuant to this Amended and Restated Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Amended and Restated Declaration and in the deed or the other instruments of conveyance to his lot or dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use in and to any recreational amenities, or for instituting an action to recover sums due, for damages, and/or for injunctive relief, such actions to be maintainable by the Developer, the Board of Directors on behalf of the Association, or, in proper case, by an aggrieved owner. Should the Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorney's fees, shall be paid by the violating owner. In as much as the enforcement of the provisions of this Amended and Restated Declaration, the Bylaws and rules and regulations of the Association are essential for the effectuation of the general plan of the development contemplated hereby and for the protection of present and future owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that the Developer, the Association or any aggrieved owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any other threatened violation or breach. No delay, failure or omission on the part of the Developer, the Association or any aggrieved owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto nor shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior to subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever against the Developer or the Association for or on account of any failure to bring any action on account of any

violation or breach, or threatened violation or breach, by any person of the provision of the Declaration, the Bylaws or any rules and regulations of the Association, however long continued.

(2) Authority and Enforcement.

Upon violation of this Amended and Restated Declaration, the Bylaws, or any rules and regulations duly adopted hereunder, including without limitation, the failure to timely pay any fees, fines, assessment or dues, the Board of Directors shall have the power;

(a) To impose reasonable monetary fines consistent with Article VI hereof, which shall constitute an equitable charge and a continuing lien upon the lot of the owners, occupants or guests of which are guilty of such violation,

(b) To suspend an owner's right to vote in the Association,

(c) To suspend an owner's right (and the right of such owner's family, guests and tenants and of any co-owners of such owner and their respective families, guests and tenants) to use any of the common areas, and

(d) To impose all or any combination of these sanctions.

An owner shall be subject to the foregoing sanctions in the event of such a violation by such owner, his family, guests or tenants or by his co-owners or the family, guests or tenants of any co-owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

(3) Procedure.

Except with respect to the failure to pay assessments or dues, the Board of Directors shall not impose a fine, suspended voting rights or infringe upon or suspend any other rights of an owner or other occupant of the Development for violation of the Declaration, the Bylaws, or any rules and regulations of the Association, unless and until the following procedure is followed:

(a) Written demand to cease and desist from any alleged violation shall be served upon the owner responsible for such violation specifying:

i. The Alleged violation;

ii. The action required to abate the violation; and

iii. A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation of the same provision of this Amended and Restated Declaration, the Bylaws or of the rules and regulations of the Association may result in the

imposition of sanctions after notice and hearing.

(b) Within thirty (30) days of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board of Directors may serve such owner with written notice of a hearing to be held by the Board of Directors in executive session. The notice shall contain:

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

(c) The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the hearing. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director or other individual who delivered such notice. The notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

ARTICLE IX
ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

- (1) Additional contiguous real estate which the Developer may decide to add to the scheme of the development herein set forth may be subjected to and placed within the jurisdiction of the Association upon the written designation of the Developer, at the sole option of the Developer, extending the terms of this Amended and Restated Declaration to such other property, and the same shall be effective upon the filing of same for record in the Office of the Registrar of Mesne Conveyance and Clerk of Court for Edgefield County, State of South Carolina. Such supplementary declarations or agreements may contain such modifications of the terms of this Amended and Restated Declaration as may be deemed necessary or appropriate by the Developer to reflect the different character, if any, of said additional real estate. In no event, however, shall such supplementary declarations be construed so as to revoke or modify the terms hereof with respect to the property shown on the aforementioned plats of Mount Vintage.

- (2) The Developer reserves unto itself and its successors and assigns, or heirs and assigns, as the case may be, the full and absolute right to extend the streets, roads, parking areas, utilities, storm drainage systems and water and sanitary sewer systems to such additional real estate as may be added to the scheme of the development as herein set forth.

ARTICLE X COMMON EASEMENTS

Each and every owner of a lot or lots in Mount Vintage is hereby granted a nonexclusive easement for the use of roads, streets and ways in Mount Vintage for purpose of ingress and egress, for themselves and their invitees, as the same are shown on the aforementioned plats of said subdivision.

ARTICLE XI SEVERABILITY CLAUSE

The invalidation of any one or more paragraphs or portions of this Amended and Restated Declaration and agreements by judgment or decree of court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in force and effect.

ARTICLE XII EFFECTIVE PERIOD

This Amended and Restated Declaration and agreements shall be effective immediately upon the filing of the same for record in the Office of Registrar of Mesne Conveyance and Clerk of court for Edgefield County, South Carolina; shall thereupon run with the land and be binding upon all persons or parties and their heirs, successors or assigns claiming title under or through the Developer, until December 31, 2056, and shall be continued automatically and without further notice from that time for a period of ten (10) years thereafter and for successive periods of ten (10) years each without limitation, unless by a vote of a seventy-five percent (75%) majority of the then owners of the lots in Mount Vintage following the granting of voting privileges to Class B members, it is agreed to change said Amended and Restated Declaration in whole or in part. These restrictions may be amended from time to time by a vote of the owners of seventy-five percent (75%) of the lots in Mount Vintage following the granting of voting privileges to Class B members. In the event any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changed, modified or extinguished, in the manner herein provided.

So long as the Developer shall hold title to any portion of the hereinabove described property, or to any additional real estate added to the scheme of the development herein set forth in accordance with Article IX of this Amended and Restated Declaration, the Developer as well as its successors, assigns, or heirs, as the case may be, shall have, and are hereby granted, the

exclusive right, exercisable at any time and from time to time, to amend or to grant exceptions to this Amended and Restated Declaration and to waive, repeat or vary this Amended and Restated Declaration in any one or more respects whenever in the sole and controlled opinion of the Developer, such waiver, repeal or variance shall not be materially detrimental to the general nature in development of Mount Vintage as a residential area.

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