

IN WITNESS WHEREOF, Mount Vintage Homeowners Association, Inc. and the Developer have caused these presents to be executed this 18 day of November, 2022.

Signed, Sealed and Delivered  
In the presence of

Witness Chasity Marshall

MOUNT VINTAGE  
HOMEOWNERS ASSOCIATION, INC.

J. Wayne Raiford  
BY: J. Wayne Raiford, Director

Sharon D. Brady  
BY: Sharon D. Brady, Director

Stephen Perun  
BY: Stephen Perun, Director

Witness [Signature]

Patricia L. Roberts  
BY: Patricia L. Roberts, Director

Jerome M. Kadleck  
BY: Jerome M. Kadleck, Director

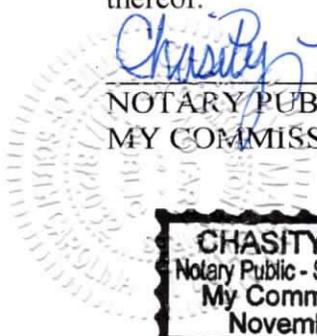
LL OF SC, LLC

J. Wayne Raiford  
By J. Wayne Raiford, Member

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF EDGEFIELD )

PERSONALLY, APPEARED BEFORE ME the undersigned and made oath that he saw Mount Vintage Homeowners Association, Inc. by Sharon D. Brady, Stephen Perun, Patricia L. Roberts, Jerome M. Kadleck, and J Wayne Raiford, its Directors, and LL of SC, LLC by J. Wayne Raiford sign, seal and as its Act and Deed, deliver the within-written Amended and Restated Declaration and that he with other witness subscribing above witnessed the execution thereof.

Chasity Marshall  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: \_\_\_\_\_



## **ADDENDUM ONE, Applicable to the Estate Tracts, Phase One and Phase Two**

### Article I, Residential Use, Buildings and Location of Structures

- (5) **Location of Building on Lot.** It is the intention of the Developer that the ACC allows the construction of structures to be erected on any lot in Mount Vintage Plantation Estate Tracts in such a location on each lot as will more fully enhance the natural harmony and aesthetic appeal of Mount Vintage Plantation, Estate Tracts. However, no building of any kind or character shall be erected on a lot within one hundred (100) feet of any front lot line, or within twenty-five (25) feet of any side property line or within fifty (50) feet of the high-water mark of any pond or lake. Swimming pools, other recreational amenities, and auxiliary buildings, not to be used as sleeping quarters, may be constructed within twenty-five feet of a rear lot line with the prior written approval of the ACC. If any lot is re-subdivided or enlarged pursuant to the provisions of Paragraph 3 of Article I hereof, side and rear line restrictions shall be applicable only to the side and rear lines of the lot altered or re-divided. All boundary lines between corner lots and contiguous lots shall be considered as side boundary lines.

### Article III, Land Use Restrictions

- (2) **Animals.** No poultry, swine, cows, goats or other farm animals or fowls or bait farms shall be maintained on any lot. Horses and mules shall be allowed on subject estate tracts; however, all barns, stall paddocks, fences, stable and related equipment and fixtures are to be maintained in a clean orderly and sanitary condition so as not to create offensive odors or appearances.
- (3) **Vegetable Gardens.** Plans for a vegetable garden area delineating the design, size, appearance and location must be approved in writing by the ACC prior to planting. Vegetable gardens areas of individual tracts must be carefully planned to be screened from view from streets and adjacent tracts of land.
- (6) **Trucks, Trailers, Mobile Homes.** Campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel or service trucks, boats and boat trailers not over twenty-five (25) feet in length may be kept on a lot if parked in a closed garage at all times. Special exception to this restriction may be granted an owner provided prior written permission from the ACC and all owners of contiguous lots is obtained and such campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel or service trucks, boats and boat trailers are parked in the rear yard so that they are not visible from any street or adjacent lot. Horse trailers are specifically excepted from the foregoing restriction but shall be maintained in a clean and orderly manner and parked or stored in an unobtrusive location.
- (25) **Use and Maintenance of Ponds and Dams.** The owners of all lots bordering the pond in Mount Vintage Plantation Estate Tracts are required to maintain said pond and dam. Only the owners of lots adjoin the pond and their invitees shall have access to and use of said pond. The owners of said lots shall, when necessary, form a committee with one vote per lot, for the purpose of maintaining the pond and dam, with a simple majority vote of

said lots being necessary to effect the passage of a binding resolution upon all the owners of said lots.

Said committee has the right to assess the owners of said lots for the cost thereof. Such assessment shall be imposed equally upon the owners of tracts adjoining said pond regardless of the size of individual tracts or of the front footage of an individual tract on said pond.

## **ADDENDUM TWO, Applicable to Estate Tracts, Phase Two**

### Article III

- (26) The owners of all lots bordering the pond in Mount Vintage Plantation Estate Tracts are required to contribute to the maintenance, repair and replacement of said pond and dam. Only the owners of lots adjoining the pond and their invitees shall have access to and use of said pond.

Docks may be permitted on the pond provided however, plans and specification detailing size, design, materials and location for all proposed docks must be submitted in writing to the ACC which is hereby vested with the full power and authority to approve or disapprove the same in whole or in part, or require modification of the same as it may, in its discretion, deem proper.

While boats are allowed on said pond, no internal combustion engines or motors are permitted on watercraft. Only quiet operating electric motors shall be authorized for use on watercraft.

Developer hereby assigns to the Association and the Association and hereby accept the exclusive control and management of said pond and dam and hereby grants to Association a non-exclusive easement over, across and through the property adjoining said pond and dam as necessary for the purposes of maintaining said pond and dam and if deemed necessary in the future for its replacement or reconstruction. Association shall have the right to assess the owners of said lots for the cost thereof. Such assessment shall be imposed equally upon the owners of tracts adjoin said pond regardless of the size of individual tracts or of the front footage of an individual tract on said pond.

The Developer, its successors and assigns, specifically reserves until itself, its successors and assigns, and unto the Association, the right and privilege to the absolute control of all waters in and to said pond for purposes of irrigation of Mount Vintage Golf Club. Without limitation to the foregoing, the Developer, its successors and assigns, the Association, its successors and assigns, may limit the flow of waters into said pond and draw down the water level of said pond without restriction and shall not be responsible for any damages, costs, loss or other consequences arising therefrom to other owners of lots or tracts adjoining said pond or having a vested interest in said pond. By acceptance of a deed to any tract or lot adjoining or forming a part of said pond, the

grantee(s), his/her/its/their heirs, successors and/or assigns, releases the Association, from any and all costs, including attorney's fees, expenses, damages, losses, or other consequences arising or resulting from the foregoing.

Article IV

- (3) Reservations of Easements. In addition and supplement to the easements as shown and delineated on aforesaid subdivision plat, easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer over the front and rear ten (10) feet of each lot and over ten (10) feet from each side lot line, and over all areas designated as easements upon the aforesaid plat of Mount Vintage Plantation, Estate Tracts, Phase Two provided, that in the event of re-subdivision of any of the said lots under the provision of Paragraph 3 of Article I hereof, such side easements shall apply to the side lot lines of the lots as re-subdivided in lieu of the side lot lines 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.

**ADDENDUM THREE, Applicable to Sections A, B and C**

Article IV

- (4) Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer over the rear ten (10) feet of each lot and over five (5) feet from each side lot line and over all areas designated as easements.

**ADDENDUM FOUR, Applicable to Section A**

Article III

- (27) Use of Pond in Section A. The owners of Lots A-24, A-25 and A-26, as shown on aforesaid plat(s) bordering the pond in Mount Vintage shall have access to and use of said pond from the bank thereof on their individual lot only. No boats, docks or flotation devices of any kind, sort, configuration or design shall be permitted on or in said pond or on the banks thereof. Swimming in the pond is strictly prohibited.

**ADDENDUM FIVE, Applicable to Section C**

Article III

- (28) Use and Maintenance of the Pond and Dam in Section C. The owners of Lots C-20, C-21 and C-22, as shown on aforesaid plat(s) bordering the pond in Mount Vintage are required to maintain said pond and dam. Only the owners' of lots adjoining the pond and their invitees shall have access to and use of said pond. Additional lots adjoining the pond may be developed in future phases or sections of Mount Vintage and such additional lots shall

be subject to the terms and conditions hereof.

Docks may be permitted on the pond, provided however, plans and specifications detailing size, design, materials and location for all proposed docks must be submitted in writing to the ACC which is hereby vested with the full power and authority to approve or disapprove the same in whole or in part, or require modification of the same as it may, in its discretion, deem proper.

While boats are allowed on said pond, no motorized watercraft shall be authorized or permitted on said pond. Swimming is strictly prohibited.

The owners of said lots shall, when necessary, form a committee with one vote per lot for the purpose of maintaining the pond and dam, with a simple majority vote of said lots being necessary to effect the passage of a binding resolution upon all the owners of said lots. Developer, as an owner of property adjoining said pond, shall be a member of such committee.

Said committee has the right to assess the owners of said lots for the costs of maintenance thereof. Such assessment shall be imposed equally upon the owners of tracts adjoining said pond regardless of the size of individual tracts or of the front footage of an individual tract on said pond.

#### **ADDENDUM SIX, Applicable to Chester Downs**

##### Article III

- (29) Use and maintenance of Pond and Dam in Section G. The owners of lots G-40, G-41, G-43, G-44 and G-56 as shown on aforesaid plat shall join with the owners of lots in Section C of Mount Vintage, bordering the pond in Mount Vintage to maintain said pond and dam. Only the owners of lots adjoining the pond and their invitees shall have access to and use of said pond.

Docks may be permitted on the pond, provided however, plans and specifications detailing size, design, materials and location for all proposed docks must be submitted in writing to the ACC, which is hereby vested with the full power and authority to approve or disapprove the same in whole or in part, or require modification of the same as it may, in its discretion, deem proper.

While boats are allowed on said pond, no motorized watercraft shall be authorized or permitted on said pond. Swimming is strictly prohibited.

The owners of said lots shall, when necessary, form a committee with one vote per lot for the purpose of maintaining the pond and dam, with a single majority vote of said lots being necessary to effect the passage of a binding resolution upon all the owners of said lots. Developer, as an owner of property adjoining said pond, shall be a member of such committee.

**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**

Article IV

- (5) A fifty-foot (50') foot easement, as shown on the aforesaid plats of Mount Vintage by Newby-Proctor & Associates, along the rear of Lots P-7 through P-37, Lots P-39 through P-43, and O-38 through O-51 is reserved, which easement is a Buffer Easement and on which no land clearing or land disturbance is allowed, so as to insure a buffer from the adjoining property for the benefit of all lot owners and residents of Mount Vintage .

**ADDENDUM EIGHT, Applicable to the Vineyard, Lots F-7 through Lots F-32**

Article III

- (30) Use and Maintenance of Automatic Gate in Section F. The owners of Lot F-7 through F- 32, as shown on aforesaid plat shall maintain the automatic gate at the entrance of the Vineyard. These owners of said lots shall form a committee with one vote per lot for the operation of said gate, with a simple majority vote of said lots being necessary to effect the passage of a binding resolution upon all the owners of said lots. Said committee has the right to assess the owners of said lots for the costs thereof. Such assessment shall be imposed equally upon the lots in the Vineyard.

**ADDENDUM NINE, Applicable to the Retreat at Independent Hill**

Article IV

- (6) In addition and supplemental to the easements as shown and delineated on aforesaid subdivision plats, easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer over the rear ten (10) feet of each lot and over five (5) feet from each side lot line and over all areas designated as easements upon the aforesaid plat of Mount Vintage; provided that in the event of a re-subdivision of any of the said lots under the provisions of Paragraph 3 Article I hereof, such side easements shall apply to the side lot lines of the lots as re-subdivided in lieu 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 original reserved shall apply. Where an easement with larger dimensions is shown on said plat, the larger easement shall apply instead of easement herein reserved.

**ADDENDUM TEN, Applicable to Pavilion Lake, Sections E & F**

Article IV

- (7) In addition and supplemental to the easements as shown and delineated on aforesaid subdivision plats, easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer over the rear ten (10) feet of each lot and over five (5) feet from each side lot line and over all areas designated as easements upon the aforesaid plat of Mount Vintage; provided that in the event of a re-subdivision of any the said lots under the provisions of Paragraph 3 Article I hereof, such side easements shall apply to the side lot lines of the lots as re-subdivided in lieu of the lots 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.

**ADDENDUM ELEVEN, Applicable to Shaw Estates, Section S**

Article III

- (2) No poultry, swine, cows, goats or other farm animals or fowl or bait farm shall be maintained on any lot. Horses shall be allowed on all lots under fencing and stabling arrangements to be approved by the ACC.
- (30) Use and Maintenance of Lakes, Dams, Fences in Section S. The owners of Lots S-2, S-3 and S-4 as shown on aforesaid plat, shall maintain the lake and dam that adjoins their lot. Likewise, the owners of Lots S-32, S-33, S-34, S-35, S-38 and S-39, as shown on aforesaid plat, shall maintain the lake and dam that adjoins their lot. Only the owners of lots adjoining the lakes and their invitees shall have access to, and use of, said lakes.

Docks maybe permitted on the lakes, provided however, plans and specifications detailing size, design, material and location for all proposed docks must be submitted in writing to the ACC, which is hereby vested with the full power and authority to approve or disapprove the same in whole or in party, or require modifications of the same as it may, in its discretion, deem proper.

While boats are allowed on said lakes, no motorized watercraft shall be authorized or permitted on said lakes. Swimming in the lakes is strictly prohibited.

The owners of said lots which adjoin each lake shall form a committee for that lake with one vote per lot for the purpose of maintaining the lake and dam, with a simple majority vote of said lots being necessary to effect the passage of a binding resolution upon all the owners of said lots. Developer, as owner of property adjoining said lakes, shall be a member of each such committee. Each committee has the right to assess the owners of said lots for the cost of maintaining said lake. Such assessment shall be imposed equally upon the owners of tracts or lots adjoin said lake regardless of the size of individual's tracts or lots or of the frontage of an individual tract or lot on said lake.

Developer has erected fences along Sweetwater Road on the edge of Lots S-1 and S-

42 through S-45, as well as along the side property line on Lots S-1 and S-42. A permanent easement is reserved for these fences which shall hereafter belong to the Association. No change shall be made in these fences without the written approval of the ACC.

#### Article IV

- (8) In addition and supplemental to the easements as shown and delineated on aforesaid subdivision plats, easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer fifteen feet (15') alongside lot lines (7.5' each side), and a 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 on 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 easements shall apply to the side lot lines of the lots as re-subdivided 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. Also, an easement of ten feet (10') in width is reserved along Sweetwater Road on Lots S-1 and S-42 through S- 45, and along the side property lines of Lots S-1 and S-42 for the construction and maintenance of fences as described in Article V, Section 5.

#### **ADDENDUM TWELVE, Applicable to Mount Vintage, 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**

#### Article IV

- (9) In addition and supplemental to the easements as shown and delineated on aforesaid subdivision plats, easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer fifteen feet (15') along all side lot lines (7.5' each side) and a twenty foot (20') easement along rear lot lines adjoining the golf course and a 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 Article I hereof, such side easements shall apply to the side lot lines of the lots as re-subdivided in lieu of the side lot lines 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.

A fifty foot (50') easement, as shown on the aforesaid plats of Mount Vintage by

Newby- Proctor & Associates, along the rear of Lots P-7 through P-37 and Lots P-39 through P- 43 is reserved, which easement is a Buffer Easement and on which no land clearing or land disturbance is allowed, so as to insure a buffer from the adjoining property for the benefit of all lot owners and residents of Mount Vintage.