

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
OF MOUNT VINTAGE**

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THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE ASSOCIATION, CONDITIONS AND RESTRICTIONS OF MOUNT VINTAGE ("Amended and Restated Declaration") is made and published this 1st day of November, 2022 by, LL of SC LLC, hereinafter referred to as "Developer" and Mount Vintage Homeowners Association, Inc. (f/k/a Mount Vintage Plantation Homeowners Association, Inc.) hereinafter referred to as "Association".

WHEREAS, Developer is the developer of a residential subdivision formally known as Mount Vintage Plantation and from herein to be referred to as Mount Vintage. Wherever in this declaration and all previous covenants it refers to Mount Vintage Plantation it shall also refer to Mount Vintage and vice versa.

WHEREAS, the Mount Vintage Plantation Homeowners Association, Inc. has changed its name to the Mount Vintage Homeowners Association, Inc., wherever in this Amended and Restated Declaration and all previous covenants and Bylaws it refers to Mount Vintage Plantation Homeowners Association it shall also refer to Mount Vintage Homeowners Association and vice versa.

WHEREAS, Mount Vintage has been subjected to the following covenants and restrictions: Protective Covenants of Mount Vintage Plantation Estate Tracts, Phase One dated July 5, 1995 and recorded July 5, 1995 in Book 398, Page 77; Protective Covenants of Mount Vintage Plantation Section One recorded in Book 398, Page 78; Protective Covenants of Mount Vintage Section One recorded in Book 483, Page 256; Affirmation of Protective Covenants for Phase One recorded in Book 483, Page 258; Protective Covenants of Mount Vintage Plantation Lots C1, C2 and C3 of Section 1 dated July 8, 1996 and recorded July 10, 1996 in Book 518, Page 22; Declaration of Protective Covenants, Conditions and Restriction of Mount Vintage Plantation dated March 29, 2000 and recorded March 30, 2000 in Book 672, at Page 98; Protect Protective Covenants of Mount Vintage Plantation Estate Tracts, Phase Two (Lots D-1 through D-19 and Estate Lot B), dated March 29, 2000 and recorded April 6, 2000 Book 673, p. 111; Declaration of Protective Covenants, Conditions, and Restriction of Mount Vintage Plantation, Sections E & F (Pavilion Lake Section), dated November 6, 2001, and recorded November 6, 2001, Book 752 at Page 4; Declaration of Protective Covenants, Conditions and Restriction of Mount Vintage Plantation, The Retreat at Independent Hill Patio Homes dated November 6, 2001 and recorded November 6, 2001, Book 752, Page 21; Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation, Section G (Chester Downs Section) dated May 7, 2002 and recorded May 7, 2002 in Book 784 at Page 250; Amendment to Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage dated December 3, 2002 and recorded December 11, 2022 in Book 824, Page 39; Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage Plantation, Section H (Longstreet Place Section), dated August 8, 2003, and recorded August 8, 2003 in Book 873, at Page 139; Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation Lot F-7 dated October 1, 2003 and recorded November 7, 2003 in Book 893, Page 212; Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation, Section F (The Vineyard), dated May 19, 2004 and recorded May 19, 2004 in Book 927 at Page 24; Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage Plantation,

Section S (Shaw Estates), dated May 27, 2004 and recorded May 28, 2004 in Book 928, Page 191; Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage Plantation, Section J (Belfast), dated January 24, 2005 and recorded February 7, 2005 in Book 968 at Page 320; Declaration of Protective Covenants, Conditions, and Restriction of Mount Vintage Plantation, Section K (Belfast), dated June 22, 2005 and recorded June 22, 2005 in Book 991 at Page 113; Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation Sections L, M, N and P dated February 21, 2006 and recorded February 22, 2006 in Book 1033, Page 351; Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage Plantation, Sections L, M, N and P dated February 21, 2006 and recorded May 30, 2006 in Book 1052, Page 277; Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation, Sections M and O dated June 28, 2006, and recorded June 30, 2006 in Book 1058, Page 191; Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage Plantation, Section O dated October 27, 2006 and recorded October 27, 2006 in Book 1081, Page 100; Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage Plantation, Section N dated November 13, 2006 and recorded November 13, 2006 in Book 1084, at Page 109; Declaration of Protective Covenants, Conditions, and Restrictions of Mount Vintage Plantation, The Village, Lots V-1 through V-51 dated March 2, 2007 and recorded March 6, 2007 in Book 1106, at Page 181; Assignment of Developers Rights dated May 17, 2011 and recorded May 17, 2011 in Book 1331, page 199; Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation dated November 16, 2012 and recorded November 21, 2012 in Book 1404 page 178; Assignment of Developer Rights set forth in that certain Deed in Lieu of Foreclosure dated September 3, 2013 and recorded September 9, 2013 in Book 1445, Page 1, and Declaration of Protective Covenants, Conditions and Restrictions of Mount Vintage Plantation dated December 14, 2017 and recorded January 19, 2018 in Book 1665, Page 3, records of Edgefield County, South Carolina (hereinafter collectively referred to as the "Prior Covenants");

WHEREAS, pursuant to Article XII of the Prior Covenants, the Developer is hereby granted the exclusive right, exercisable at any time and from time to time, to amend the Prior Covenants and the Developer, with the input, oversight and consent of an Advisory Council of Members of the Association has elected to exercise this right.

WHEREAS, this Amended and Restated Declaration which amends, consolidates and restates all previously issued Prior Covenants and is intended to bind all of the real property more particularly described in the Prior Covenants and the plats referenced therein, as the same may have been amended.

WHEREAS, this Amended and Restated Declaration shall also be binding upon the Mount Vintage Golf Club (Edgefield County tax map # 099-01-00-001-000 and 099-01-00-002-000 ad 122-00-00- 006-000), The Town Center (Edgefield County tax map #122-00-00-014-000) and the Mount Vintage Homeowners Association building (Edgefield County tax map #122-00- 04-021-000).

WHEREAS, those particular provisions applicable to the specific Section or Sections of the community are contained in Addenda to the Amended and Restated Declaration

attached hereto. In the event of a conflict between the provisions of an addendum with the main body of this Amended and Restated Declaration, the particular addendum applies.

WHEREAS, the Developer and those parties having previously been conveyed lots, tracts or parcels within Mount Vintage, have determined that it would be appropriate to establish and continue the development of Mount Vintage as a private residential community; and

WHEREAS, the Developer is continuing the development of said property as a residential community known as Mount Vintage, and hereafter referred to as Mount Vintage, and has deemed it desirable for the preservation of the value of said property to have an organization which shall be delegated and assigned, as hereinafter set forth, the power of maintaining and administering and enforcing the terms and conditions hereinafter set forth in this agreement, and also to perform any other functions that may be desirable to improve the enjoyment of living in Mount Vintage; and

WHEREAS, it is to the interest, benefit and advantage of the Developer and the Association and to each and every person who shall purchase a lot in said subdivision, that certain protective covenants governing and regulating that use and occupancy of the same, and certain easements, reservations, and servitudes to be imposed upon said property, and the same be established, set forth and declared to be covenants running with the land.

NOW THEREFORE, for and in consideration of the premises and the benefits to be derived by the Developer and the Association, and each and every subsequent owner of any of the lots of said subdivision, the Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them hereinafter:

**ARTICLE I
RESIDENTIAL USE, BUILDING
AND LOCATION OF STRUCTURES**

- (1) All of the above-described lots shall be used for residential purposes only for the erection of one single-family dwelling. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family residence unless otherwise called for in this Amended and Restated Declaration. The Architectural Control Committee ("ACC"), as hereinafter described, recognizing that the quantity of square footage does not alone necessarily determine the design and construction quality or monetary value of a residential structure, shall not be bound by minimum square footage requirement for a residence. It is the intention, rather, that the sole criteria governing the nature of such improvements to be constructed in Mount Vintage shall be those of good taste, high quality, both as to workmanship and materials, and harmony and suitability of such improvements to their environment and surroundings, as determined by the ACC in its sole opinion.
- (2) No breaks shall be made in any curb or gutter on or adjacent to the right of way of any

street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a lot, unless the apron of such driveway or walk shall be constructed of a permanent paving material, such as asphalt or exposed aggregate which is structurally and aesthetically compatible with the curb or gutter being broken and adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created.

- (3) No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to the County of Edgefield, except with the written consent of the Developer. However, the Developer hereby expressly reserves unto itself and its successor and assigns, the full right and privilege to re-plat and change the boundary lines or subdivide any lot or lots owned by it, provided, however, that such right and privilege shall not affect any lots already sold and provided that no such resurvey shall be less in area than the smallest lot now shown in the subdivision from which such resurveyed lot may be carved. In all cases of re-subdivision of any lots, the setback line and the side and rear line restrictions and the drainage and utility easements as set forth in these Amended and Restated Declaration shall be applicable to such lots as re-subdivided.
- (4) Zoning ordinances, restrictions and Regulations of the County of Edgefield, and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of the Amended and Restated Declaration and such ordinances, restrictions, or regulations, the more restrictive provisions shall apply.

See Addendum One for specific covenants applicable to the Estate Tracts, Phase One and Phase Two.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

- (1) Submission of Plans, etc.
An Architectural Control Committee, hereinafter call the " ACC", has been duly set up and appointed by the Developer or the Association as applicable, to exercise such jurisdiction and functions with respect to all lots in Mount Vintage and such as may now or hereafter by amendment be additionally bestowed upon it by terms of this agreement. Plans and specifications for all proposed improvements and landscaping upon the lots 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 the modification of the same as it may, in its discretion, deem proper. No construction, landscaping, or improvements of any kind may be undertaken without its prior written approval. The ACC shall have the right to refuse to approve any building plans, specifications, site plans, landscape plans or drainage plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. In so passing upon building plans, specifications, site plans or grading plans, the ACC shall take into consideration the suitability of the proposed building, the materials of which it is to be built, the location on the lot of the proposed building and any other improvements, the harmony of the building in its location with its surroundings, and

the effect of the building as planned on the outlook from adjacent or neighboring portions of the subject property. All fences, walls, barbecue pits, detached garages, and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main dwelling and out of materials which conform to the materials used in such main building. Building plans and specifications submitted to the ACC shall consist of not less than the following: Foundation plans, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, material specifications, landscape plan, drainage plans, and site plans showing locations and orientations of building on the lot, with all setbacks indicated, in such detail as may be required by the ACC in its sole discretion. Plans and specifications shall show drawings of service courts or areas, parking or any other buildings and improvements of facilities to be constructed. Neither the main residential building nor accessory building may be constructed on any lot without the full and active supervision of an architect or licensed building contractor.

The ACC shall approve or reject any plans, specifications, etc. normally within fourteen (14) days of the date submitted to the ACC, provided however, that failure of the ACC to respond within such time shall not be construed as an acceptance or approval of the plans, specifications, etc. so submitted. The ACC shall establish a reasonable fee to cover the cost of the review of all plans and specifications submitted hereunder. Such fee shall be due and payable simultaneous with the submittal of the plans and specifications for review and shall be nonrefundable even if plans and specifications are denied and/or withdrawn from review for any reason.

(2) Preservation of Trees and Vegetation.

Since living trees, shrubs and other vegetation contribute to the aesthetic value of the lots in Mount Vintage, no tree more than twelve (12) inches in diameter at breast height may be removed from a lot at any time without the prior written approval of the ACC. In order to obtain approval for the clearing of a building site or for any other purpose, the owner must stake on the tractor lot the proposed location of the planned improvements an area to be cleared and mark all trees to be removed for inspection by the ACC. The preliminary stakeout must be updated to reflect any proposed changes in the location of improvements, cleared areas, driveways or any additional trees to be removed.

(3) Clear cutting Not Allowed.

The subtle beauty of the view through the trees is encouraged. All existing tree lines along any wetlands must be maintained for a distance of forty (40) feet. ACC approval is required prior to removing trees in accordance with Article II (2).

(4) Garages and Carports.

All garage doors shall be kept down or closed whenever possible.

(5) Completion of Construction Within One Year.

The exterior of all buildings or other structures must be completed within one (1) year after the construction of the same shall have been commenced, except when such

completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency, or natural calamity. The one-year duration will be calculated from the date of the Building Permit issued by Edgefield County to the date of the Certificate of Occupancy issued by Edgefield County. Any applications to the ACC for an extension of time must be submitted to the ACC as near to the commencement of the event as reasonable. Fines may be applied from the one-year completion date until the date of application. The application for an extension must specify a new, revised completion date which will carry the same potential fines as the original one year required completion time frame.

- (6) **Completion of Landscaping Within Three Months of Completion of Construction.**
The landscape plan as originally submitted to the ACC, or a subsequent modification thereof as approved in writing by the ACC, shall be fully implemented and completed within three (3) months of the completion of the main dwelling, unless such implementation and completion is impossible or would result in great hardship to the owner due to weather conditions, planting seasons or availability of designated shrubs, trees, grasses, or other vegetation. The application for an extension must specify a new, revised completion date which will carry the same potential fines as the original one year required completion time frame.
- (7) **Fences and Hedges.**
No fence, hedge, wall, shrub brush, tree, or other similar structure, natural or artificial, shall be placed, maintained or permitted to remain on any lot if the location of such structure obstructs the vision of the motorists on any adjacent street or lane and/or creates a traffic hazard. The type, design, and location of any and all fences, hedges, walls or similar structures must be approved in writing by the ACC.
- (8) **Membership on the Architectural Control Committee.**
Membership on the ACC shall be solely by appointment of the Developer until all of the lots which are now or may hereafter be made subject to this Amended and Restated Declaration shall have been improved by the construction of a residential building, unless said Developer, shall, in its sole discretion, earlier assign its rights of appointment to the Association. The ACC shall be composed of at least three (3) members at the discretion of the Developer or the Association as applicable. A simple majority of the members of the ACC shall be required to bind the committee. As an alternative, the Developer may employ a third party to oversee and administer the ACC and its responsibilities.
- (9) **Approved Builders.**
Before commencement of any construction on a lot and simultaneous with submittal of plans and specifications for all proposed improvements to the ACC, the owner who desires to construct improvements must provide the Developer with the name, address, telephone number and license number of the builder that owner desires to construct the improvements. All builders must have the necessary licenses as required by the applicable governmental jurisdiction and must carry insurance coverage in such amounts as are reasonably required by the Developer. The Developer has the right to

refuse to approve a builder in the Developer's sole discretion or to require satisfaction of certain conditions as a precedent to approving the builder. A Letter of credit may be required at the discretion of the ACC should circumstances warrant.

ARTICLE III LAND USE RESTRICTIONS

(1) No attic, shack, garage, barn, or detached outbuilding shall be used for sleeping quarters except that servant or guest quarters may be provided as part of, or accessory to, a main residential building and shall conform to it in exterior design and quality. This provision shall not prohibit the conversion of a detached garage into sleeping quarters, which are incorporated as part of the main residential building.

(2) No poultry, swine, cows, goats, horses, mules or other farm animals nor fowl nor bait farms shall be maintained on any lot.

See Addendum One for specific covenant applicable to estate Tracts, Phase One and Phase Two and Addendum Eleven for specific covenant applicable to Shaw Estates.

(3) No vegetable garden may be planted on any lot except in the rear or backyard of any lot. Any vegetable garden on any lot bordering Mount Vintage Golf Club must be approved by the ACC, including, but not limited to, the specific size and location of same. The ACC in its sole discretion may approve or reject any such vegetable garden or may require that such be screened from view from the golf course.

See Addendum One for specific covenant applicable to Estate Tracts, Phase One and Phase Two.

(4) No garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines and other unsightly objects may be maintained, except in areas which conceal them from view from streets and adjacent lots. Plans for such areas delineating the design, size, appearance, and location must be approved in writing by the ACC prior to their construction. Such areas of individual homes must be carefully planned to screen from view garbage can enclosures, dog pens, utility hookups and mechanical equipment. For new residential construction these provisions must be addressed in the submissions to the ACC for approval.

(5) Exterior television, radio and CB antennas are not permitted in Mount Vintage. Satellite television reception dishes must be hidden from view to the extent possible from all roads and adjacent properties except to the extent that other installation may be required by applicable law. The size, design, installation, and location of any satellite reception dishes must be approved in writing by the ACC prior to their erection.

(6) No parking of automobiles, trucks, trailers, construction equipment, buses or mobile homes shall be permitted on the streets, lots, or other portions of Mount Vintage except during construction and, thereafter, except for delivery and pickup or remodeling and repair of

buildings on the subject property. Motorcycles, motorbikes, 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. Camping vehicles, utility trailers and other outboard or inboard motorboats including and/or equipment not capable of being stored in a closed garage, shall only be parked, placed or stored in areas that may be designated by the ACC. ACC must approve any variances to this provision.

See Addendum One for covenant applicable to Estate Tracts, Phase One and Phase Two.

- (7) Only licensed drivers may operate motorized vehicles on Mount Vintage roads and golf course property.
- (8) The pursuit of hobbies or other activities, including, without limiting the generality hereof, the assembly and disassembly of vehicles and other mechanical devices, which might lead to disordered, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot. No permanent type of sports equipment such as basketball hoops shall be located on any lot where such equipment would be visible from any street or adjacent tract of land without the prior written approval of the ACC.
- (9) No noxious or offensive trade or activity, as determined in the sole discretion of the ACC, shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance (such as excessive noise) to the neighborhood, as determined in the sole discretion of the ACC, nor should any such condition be permitted to exist. Use of fireworks is not permitted without the written permission of the ACC. All lawns, yards and grounds of each lot shall be maintained in a neat and orderly manner consistent with the standards and character of the development as determined in the sole discretion of the ACC. The landscape plan as approved by the ACC shall be fully and properly maintained at all times. Any significant changes of, or modifications to, the original landscape plan and design shall be submitted to the ACC for prior approval and no such change or modification shall be instituted until such time as approved in writing by the ACC.
- (10) No lots shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and such shall be kept clean and sanitary closed containers. No garbage, lawn cuttings or domestic trash shall be disposed of by burning, stacking, or burying on any lot within this subdivision or adjacent property.
- (11) Some portions of some lots in Mount Vintage are, or may be, considered wetlands, as that term is defined under applicable local, state, or federal law or regulation. No owner of any lot in Mount Vintage shall construct any improvements or take other action within such wetlands, which would be prohibited under such laws or regulations.
- (12) Except as otherwise provided in this Amended and Restated Declaration, no sign shall be erected or maintained on any portion of Mount Vintage by anyone, including, but not limited to, an owner, a realtor, a contractor, or a subcontractor, except with the written permission of the ACC or except as may be required by legal proceedings. If

such permission is granted, the ACC reserves the right to restrict the design, color, and content of such sign. One sign of not more than four (4) square feet used by a contractor during the construction period of the main dwelling structure or accessory structure is permissible. "For Sale" signs may not be erected without the written permission of the ACC.

- (13) The mailbox and its stand, as well as any property identification signs for each lot, may not be erected unless they have received the prior written approval of the ACC. A uniform mailbox shall be used for all lots in Mount Vintage. The ACC shall establish the design and specifications of such mailbox, subject to the right of the ACC to modify such design and specifications in its sole discretion at any time and from time to time because of influence or effect of topography, availability or quality of building materials, lot or overall development aesthetics, safety and other such considerations. Lot owners shall be responsible for the installation, cost and maintenance of said mailboxes and stands in a manner prescribed by the ACC.
- (14) No owner shall obstruct, alter, or interfere with the flow or natural course of the waters of any river, creek, stream, lake or pond in the subject property without first obtaining the written consent of the ACC.
- (15) Fences shall not be permitted to extend in front of the residence on a lot and the design, style, material, location, and height of any fence must be approved in writing by the ACC as set forth herein above prior to construction or installation thereof
- (16) No junked or abandoned vehicles, as determined in the sole discretion of the ACC, shall be allowed or permitted to be on any lot or common area and any vehicle not bearing a current license plate issued by an appropriate authority shall be considered abandoned.
- (17) If any residence is damaged by casualty, the owner of said residence shall submit plans and specifications for repair within sixty (60) days to the ACC. The ACC in sole discretion, shall determine the allowable time for completion of the repair.
- (18) Access to Mount Vintage Golf Course from any individual resident's lot within Mount Vintage is strictly prohibited except as may be specifically permitted to members of the golf course by the golf course staff.
- (19) No fishing is allowed within Mount Vintage except that individual lot owners may grant fishing access to ponds which they own or abut.
- (20) Garage, estate and moving sales are prohibited in Mount Vintage. The Association shall have the right to fine any owner in violation; provided that owner will initially receive written demand to cease and desist and thereafter may be immediately fined.
- (21) Maintenance of landscaping is required up to the street, after construction permit is issued.

- (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
RULEMAKING**

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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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 part, 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.