

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

**AMENDED AND RESTATED COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR THE
TOWNES AT FIVE FORKS SUBDIVISION**

Cross Reference: Original Declaration recorded in **Deed Book 2506**, at **Page 1720**.

These AMENDED AND RESTATED COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE TOWNES AT FIVE FORKS SUBDIVISION are hereby executed on this the 23rd day of August, 2022 (“Execution Date”).

WHEREAS, the original COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE TOWNES AT FIVE FORKS SUBDIVISION was recorded on December 4, 2015, in **Deed Book 2506**, at **Page 1720**, in the Greenville County Register of Deeds Office, supplemented by that SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE TOWNES AT FIVE FORKS SUBDIVISION recorded on February 13, 2017 in **Deed Book 2478**, at **Page 0389**; and amended by that FIRST AMENDMENT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE TOWNES AT FIVE FORKS SUBDIVISION recorded on April 6, 2020, in **Deed Book 2591**, at **Page 3106** (hereinafter collectively referred to as the “**Declaration**”); and

WHEREAS, pursuant to Article XII, Section 5 of the Declaration, this Declaration may be amended by the affirmative vote of not less than two-thirds (2/3) of the then current Lot Votes as provided for in this Declaration; and

WHEREAS, the Association desires to further amend and fully restate the Declaration, as set forth herein, superseding and replacing all previous versions and incorporating all supplements and amendment; and

WHEREAS, in compliance with Article XII, Section 5 of the Declaration, not less than sixty-seven percent (67%) of the Lot Votes have affirmed the amendment to the Declaration as set forth herein.

NOW, THEREFORE, THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE TOWNES AT FIVE FORKS SUBDIVISION are hereby amended and restated as follows and the Property (as defined herein) shall be held, sold, and conveyed subject to the following amended and restated easements, restrictions, covenants, and conditions, which shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof:

ARTICLE I - DEFINITIONS

Section 1. **“Association”** shall mean and refer to **The Townes at Five Forks Homeowners' Association, Inc.**, a South Carolina non-profit corporation, its successors and assigns.

Section 2. **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a portion of the Property but excluding those having such interest merely as security for the performance of an obligation.

Section 3. **“Subdivision”** and **“Property”** shall each mean and refer to that certain real property subjected to the original Declaration by the Declarant (Mark III Properties, Inc.) containing 18.9 acres, more or less, shown on a plat for Mark III, Properties, Inc., made by 3D Land Surveying, Inc. dated October 8, 2015 and recorded in **Plat Book 1225** at **Page 86** on December 4, 2015 in the Greenville County Register of Deeds Office; **and** that certain property made subject to this Declaration pursuant to a Supplemental Declaration of Covenants recorded on February 13, 2017 at **Deed Book 2506**, at **Page 1720** of the Greenville County Register of Deeds, and shown on a survey prepared for The Townes at Five Forks Phase 2 by 3D Land Surveying, Inc., dated December 28, 2016 and recorded in **Plat Book 1262** at **Page 65** in the Register of Deeds of Greenville County; and any Additional Property as may hereafter be subjected to this Declaration and brought within the jurisdiction of the Association.

Section 4. **“Lot”** shall mean and refer to any numbered plot of land shown on any plat of the Property, but specifically excluding Common Area.

Section 5. **“Common Area”** shall mean and refer to all real property shown and designated on any plat of the Property as “Common Area” and/ or “Open Space,” and any real property or easements owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be owned by the Association for the common use and benefit of the Owners, subject to the easements, terms, conditions and restrictions described in this Declaration. Responsibility for the maintenance of the Common Area, including any paved, landscaped, lighted or other improved areas located within the Common Area shall be the responsibility of the Association.

Section 6 **“Additional Property”** shall mean and refer to any real property adjacent to or in the general vicinity of the subject Property which may be available for development as part of the Subdivision.

Section 7. **“Board”** shall mean and refer to the Board of Directors of the Association.

Section 8. **“Declaration”** shall mean and refer to these AMENDED AND RESTATED COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE TOWNES AT FIVE FORKS SUBDIVISION, as the same may be amended or restated from time to time.

Section 9. **“Property Plats”** shall mean and refer to any subdivision plat of the Property or Additional Property that is made subject to this Declaration and recorded in the Office of the Register of Deeds of Greenville County, as they may be amended or superseded by one or more subsequently recorded plats.

Section 10. **“Storm Water Management Facility”** shall mean and refer to any structural storm water management measure used to treat storm water runoff including, but not limited to basins, ponds, proprietary devices, low impact development features, water quality buffers, filtration and/or other treatment devices.

Section 11. **“ARC”** shall mean and refer to the Architectural Review Committee.

Section 12 **“Lot Votes”** shall mean and refer to the total number of votes then in effect in accordance with Article III, Section 2 herein.

ARTICLE II - PROPERTY RIGHTS

Section 1. **Owners' Easements of Enjoyment.** Every Owner shall be a member of the Association, which memberships shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the maintenance of entrances, the Common Area, fences, landscaping, irrigation systems, exterior lighting in Common Area, exterior pest control, wet detention ponds, roadways, sidewalks, other capital expenditures, management fees, and other reasonable maintenance and operating expenses of the Association;

(b) The right of the Association to suspend voting rights of an Owner and/or to suspend an Owner's right to use of any recreational facilities for any period not to exceed sixty (60) days for any infraction of any covenants and restrictions contained in this Declaration and/or its published rules and regulation;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority;

(d) The right of the Association, to adopt, publish, and enforce reasonable rules and regulations, concerning the use and enjoyment of the Lots and the Common Areas, including the personal conduct of Members and their guests while within the Property, which may include penalties and monetary fines for the infraction thereof; and

(e) The right of the Association, in accordance with its Articles of Incorporation and its Bylaws, to borrow money for the purpose of improving the Common Area and facilities thereon; providing that no such mortgage of the Common Area shall be effective unless an instrument

agreeing to such mortgage of Common Area is signed by members holding two-thirds (2/3) of the votes in the Association.

ARTICLE III - THE ASSOCIATION

Section 1. **Membership.** Every Owner of a Lot will be a member of the Association. Ownership of a Lot will be the sole qualification for such membership. If fee title to a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto will automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include any persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate or otherwise affect an Owner's membership in the Association.

Section 2. **Voting Rights.** When more than one (1) person holds an interest in any Lot, all such persons shall be members. The Vote for such Lot shall be exercised as the Owners of the specific Lot determine, but in no event shall more than one vote be cast with respect to any Lot.

(a) In accordance with the Bylaws, only those members in good standing and eligible to vote shall be entitled to cast any vote required or permitted hereunder, and only the votes of members in good standing and eligible to vote shall be considered in any calculation of votes or any required percentage thereof.

(b) A member is deemed to be in good standing if the member is not in default in the payment of any Assessments (as defined herein) and/or fines the member is obligated to pay the Association, and is not otherwise in violation of any of the covenants or restrictions in these Declarations or any rules and regulations of the Association.

(c) When any Lot is owned in the name of two (2) or more persons, other than a legally married couple (either of whose vote will bind both), by an entity, or in any other manner of joint or common ownership, the vote for such Lot will be exercised as such co-Owners determine among themselves. Such co-Owners must advise the secretary of the Association in writing prior to any vote of the membership if a single co-Owner has been delegated with the sole power to vote on behalf of all other co-Owners; otherwise, any co-Owner's vote will be considered binding. Any such written appointment will remain effective for all meetings until revoked by the co-Owners in a similar writing or until such designation terminates pursuant to the terms of such writing.

Section 3. **The Board.** The business and affairs of the Association shall be managed by a Board of five (5) directors, who will be elected by the membership in accordance with the Bylaws. Directors must be Members of the Association and must be in good standing, as determined by status of his or her account and/or his or her compliance with the Declaration and any rules and regulations of the Association.

Section 4. **The Bylaws.** Except as otherwise provided in this Declaration, the rules and procedures of the Association, including, but not limited to, the rules and procedures applicable to conducting elections, meetings (both regular and special), and for casting of votes by members, and the number required for quorum and approval, shall be as set forth in the Bylaws, as may be amended or restated by the Association from time to time. The most current version of the Bylaws shall be recorded with the Greenville County Register of Deeds Office and shall be kept on file with the Association and made available to all Owners as required by applicable law.

ARTICLE IV - MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) a one-time Initiation Fee; (2) all Monthly assessments or charges; (3) any Special Assessments, or charges for capital improvements; and (4) any Non-Compliance Assessments if applicable, such assessments and charges to be established and collected as herein provided (hereinafter referred to collectively, as the "Assessments"). All such Assessments, together with any late fees, and any costs, expenses, and attorneys' fees incurred in the pursuit of collection, shall be the personal obligation of the Owner of the Lot against which such assessment is made, and shall also be a charge on the land and constitute a continuing lien upon the Lot and improvements against which such Assessments are made. Although any lien filed against a Lot shall not be extinguished by the conveyance of the Lot, the personal obligation of an Owner for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for any of the Assessments provided for herein by non-use of the Common Area or by abandonment of his or her Lot.

Section 2. Purpose and Use of Assessments.

(a) The Assessments and charges levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of The Townes at Five Forks Subdivision and in particular for the improvement and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to:

- i. the costs of repairs, replacements and additions, labor, equipment, materials management and supervision of the Common Area;
- ii. the payment of taxes assessed against the Common Area;
- iii. the maintenance of water and sewer mains in and upon the Common Area;
- iv. the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated right-of-way), drives and parking areas within the Common Area,
- v. the procurement and maintenance of insurance in accordance with the Bylaws both for the Common Area and Individual Townhouses;

- vi. the improvement, maintenance, and replacement of irrigation systems on Individual Lots and Common Area;
- vii. lawn maintenance on Individual Lots and Common Area;
- viii. implementation and enforcement of proper maintenance of the exteriors of the Townhouses and related Improvements on Lots in the Community, as necessary, subject to reimbursement by the Owner(s) of such property, when determined by the Board, at the Board's sole discretion, to be due to neglect, abuse or damage by the Owner(s);
- ix. the maintenance of lakes, ponds, retention areas or other bodies of water located within the Common Area, if any as well as the maintenance of dams and areas surrounding such water;
- x. the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat;
- xi. the maintenance of entranceways, landscaping and lighting of the Common Area, road medians, islands and entranceways, and the lighting of streets (roads in Property are private);
- xii. the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area;
- xiii. the costs associated with duties of the Architectural Review Committee;
- xiv. the employment of attorneys and other agents to represent the Association when necessary; and
- xv. the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving and all other road repair and maintenance expenses, and any other major expenses for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area and those other portions of the Subdivision which the Association may be obligated to maintain. Such reserve fund may be funded by Initiation Fees, the general Monthly Assessments, or Special Assessments or charges.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Subdivision, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the Bylaws of the Association. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Subdivision.

(d) The Association shall be solely responsible for maintenance and repair of the Storm Water Management Facilities. Maintenance and repair of the Storm Water Management Facilities is mandatory per local, state, and federal regulations. In addition to, or in lieu of criminal penalties authorized by the Greenville County Revised Storm Water Management Ordinance No. 4281, Greenville County has the authority to assess a civil penalty of not more than seven thousand five hundred dollars (\$7,500.00) per violation against any person who has violated any provisions of this ordinance.

(e) Funds for storm water management will be kept separate from other funds as a line item in the Association's overall budget.

Section 3. **Initiation Fee.** Upon the sale of each and every Lot after it has been improved with a residence for which a Certificate of Occupancy has been issued, an Initiation Fee set by the Board shall be collected from the Purchaser (at closing or occupancy whichever occurs first) for the benefit of the Association. The Initiation Fee shall be collected each and every time the Lot legally changes title and shall not be prorated.

Section 4. **Monthly Assessment.** Monthly Assessment shall be set by the Board and due and payable on the first day of each month. Monthly Assessments are primarily intended to cover all common expenses directly related to the maintenance and upkeep of the Common Area, Individual Lots and Townhouses, including exterior maintenance of Townhouses as stated in Article V – Exterior Maintenance and Insurance, and to provide adequate reserves for capital improvements in the Towns at Five Forks Subdivision. Such expenses include, but not limited to, lawn maintenance, irrigation system, utilities, and insurance. The amount of such Monthly Assessment shall be fixed at least thirty (30) days in advance of a new twelve (12) month period and written notice of such amount shall be provided to every Owner within a reasonable time thereafter, pursuant to this Article IV, Section 7. The Board retains the right to change the amount or due date of the Monthly Assessment during any twelve (12) month period, as it deems necessary, and notice of any such changes will be served on the Owners. If the Board fails to fix the amount of the Monthly Assessment at least thirty (30) days in advance of a new twelve (12) period, then the amount of the last noticed Monthly Assessment shall continue and be due and payable on the first of each month, unless and until notice of a new Monthly Assessment amount and/or due date is served on the Owners.

Section 5. **Special Assessments for Capital Improvements.** The Association may levy, in any calendar year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Subdivision, provided that any such Special Assessment shall be approved by a vote of two – thirds (2/3rds) of the requisite quorum of the membership as set forth in Section 6 below.

Section 6. **Notice and Quorum for Vote on Special Assessments.** Written notice of any meeting called for the purposes of taking any action authorized under Section 5 shall be sent to all

Owners not less than thirty (30) days and not more than sixty (60) days in advance of such vote. The presence or representation of Owners entitled to cast forty percent (40%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present or represented for the purpose of a vote, a subsequent vote may be called subject to the same notice requirement, and the required quorum at the subsequent vote shall be reduced by fifty percent (50%) of the quorum that was required for the preceding vote. No subsequent vote shall be held more than sixty (60) days following the preceding vote.

Section 7. Commencement; Dates Due; and Certification of Assessments Owed.

Monthly assessments shall commence at occupancy or title transfer (whichever occurs first) and shall be due on the first day of each month. The Board shall fix the monthly amounts due for twelve (12) months at least thirty (30) days in advance of a new twelve (12) month period. Written notice of the monthly assessment for the twelve (12) month period shall be provided to every owner subject thereto within a reasonable time after the Board has fixed the monthly amounts due for a particular twelve (12) month period. Unless the Board alters or amends the Monthly Assessment amounts due for a particular twelve (12) month period, no further written notice shall be provided beyond the initial written notice described in the preceding sentence. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Non-Compliance Assessment. In the event that any Owner, or occupant, lessee, guest, agent, invitee, licensee, or contractor of such Owner, fails to comply with any of the provisions of this Declaration, the Bylaws, or any rules and regulations, as may be established or hereafter amended, the Association may issue a Non-Compliance Assessment (also referred to as "Fines" in THE TOWNES AT FIVE FORKS COVENANTS VIOLATION FINING STRUCTURES document) against the Lot(s) of the responsible Owner(s) in amounts as it determines in its sole discretion, and which may include monetary fines, penalties, and any actual costs incurred by the Association for any maintenance, repair, or replacement caused by the action or inaction of such responsible Owner(s), or any other such charges authorized by these Declarations, the Bylaws, or the rules and regulations of the Association. Such Non-Compliance Assessment shall be added to any existing obligation to pay any other assessments set forth in this Article IV, together with any late fees, costs, expenses, and reasonable attorneys' fees incurred, whether or not any legal action or proceeding is filed and whether such attorney's fees are incurred before or after any such proceeding is brought, and shall be a continuing personal obligation of each Owner, and shall be added to the continuing lien upon the Lot and improvements against which such Assessments are made.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments (with the exception of Non-Compliance Assessments) not paid within thirty (30) days after the due date shall be subject to a \$50.00 late fee for each month that the Assessment remains unpaid, which late fee shall be added to the personal obligations of the Owner and be added to the

continuing lien upon the Lot and improvements against which such Assessments are made. In the event the Owner shall fail to fully pay any such Assessments by the date on which payment is due, the Board shall have the right to file a lien against said Owners' Lot(s) for the full amount of any Assessments due, including any late fees, costs, expenses, and reasonable attorneys' fees incurred, whether or not any legal action or proceeding is filed, and whether such attorneys' fees are incurred before or after any such proceeding is brought. In the event that an Owner fails to pay any such Assessments within sixty (60) days after the date on which the payment is due, the Board shall have the right to bring an action at law against the Owner, personally obligated to pay the same, or to foreclose the lien against the Lot.

Section 10. **Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvements by Association.** Upon default by the Association in the payment to the appropriate governmental authority of any *ad valorem* taxes levied against the Common Area or assessments for public improvements to or for the benefit of the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the Subdivision shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments (including any late payment penalties) in an amount determined by dividing the total taxes, assessments, and penalties due the governmental authority by the total number of Lots in the Subdivision. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or equity or may elect to foreclose the lien against the Lot of the Owner.

Section 11. **Subordination of the Lien to Mortgages.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE V - EXTERIOR MAINTENANCE AND INSURANCE

Section 1. **Association Responsibility for Exterior Maintenance.** The Association shall be responsible for maintaining the exterior surfaces of the Initial Improvement (Townhouses, outbuildings, and other structures initially constructed within the Subdivision), as specified below:

- (a) Replacement and/or repair of roofs, gutters and downspouts;
- (b) Replacement and/or repair of exterior doors, door frames, windows, window frames and garage doors for improper operation. Such maintenance shall exclude replacement and/or repair of all associated door and window hardware, such as handles, locks, garage door mechanisms and openers, etc. This cost shall be the responsibility of the homeowner;
- (c) Repairs due to water leakage or weatherproofing failure from exterior surfaces, including roof, siding,

- façade, windows, and exterior doors;
- (d) Tuckpointing and refurbishment of brick façade;
- (e) Refurbishment of stone veneer;
- (f) Replacement of decorative shutters;
- (g) Repair of exterior cement board surfaces and exterior trim; and
- (h) Painting of exterior surfaces

The Association shall also be responsible for maintaining, repairing, and/or replacing pet waste signs, waste stations and traffic control signs within the Subdivision.

Maintenance, repair, and replacement of all other structures or improvements constructed thereafter, including fences installed by Lot Owners, shall be the responsibility of the Lot Owner and such Owner's successor in title. Failure by the Lot Owner to maintain such structures or improvements may result in a Non-Compliance Assessment issued by the Association.

Any addition, alteration, modification, or changes to the exterior of Townhouses, shall be expressly approved in writing by the Architectural Review Committee (ARC) or Board before proceeding.

Section 2. **Owner Responsibility for Exterior Maintenance.** It shall be the responsibility of the Lot Owner to maintain, repair, and replace any structures or improvements constructed or installed on a Lot following Initial development. Additionally, each Owner of a Lot to prevent the accumulation of litter, trash, packing crates, or any other accumulations which shall create an unkempt condition of the buildings or grounds on a Lot and/or which shall otherwise tend to substantially decrease the beauty of the Subdivision as a whole or any specific area. No loose trash will be permitted to be strewn about the Subdivision at any time. Garbage containers must be kept out of sight from the street, except during garbage collection hours. All personal use items shall be stored inside when not in use. These items include, but are not limited to, yard tools, sprinklers, wheelbarrows and children's toys which would create a nuisance for the community. Owners shall follow the requirements for maintenance set forth in any applicable rules, regulations, and guidelines adopted by the Board of Directors in accordance with this Declaration. In the event an Owner fails to maintain his or her Lot or Townhouse, the Association shall send written notice to the Owner via certified mail giving a period for compliance of ten (10) days, unless a hardship or special circumstance requires additional time. If the violation continues, the Association may at its sole discretion hire contractors or other personnel to restore the Lot or Townhouse to compliance, and shall be entitled to charge all costs and expenses related thereto as a Non-Compliance Assessment levied against the responsible Owner and the responsible Owner's Lot.

Section 3. **Assessment of Cost of Exterior Maintenance.** The cost of routine exterior maintenance performed by the Association, as specified in Section 1 above, shall be included in the Monthly Assessments, unless the maintenance required is caused by the negligence of, or damage by, an Owner or group of Owners, in which case the responsible Owner(s) shall be liable for the full costs of any such maintenance or repair which shall be levied against the responsible Owner and the responsible Owner's Lot as a Non-Compliance Assessment.

The cost of any exterior maintenance that is not specifically specified in Section 1 above, shall be the responsibility of the individual homeowner.

Section 4. Insurance of Townhouses.

(a) The Association shall obtain a group or blanket insurance policy equal to the full replacement value of the Property as it was initially constructed. Said policy shall contain a Replacement Cost Endorsement providing for replacement of a Townhouse from insurance loss proceeds.

(b) The full amount of any insurance proceeds shall be applied to the rebuilding or repair of any Townhouse.

(c) The Townhouse shall be rebuilt or repaired in the event of damage thereto provided the Townhouse is insured under a group or blanket hazard insurance policy which contains a replacement cost endorsement providing for replacement of a Townhouse from insurance proceeds.

(d) The Owner shall keep the Townhouse in good repair except for repairs required of the Association.

(e) Premiums for the group or blanket hazard insurance policy shall be a common expense and shall be collectible in the same manner and to the same extent as the Assessments.

(f) Any Owner may, at his or her discretion and expense, carry any and all other insurance such Owner deems advisable beyond that included in the homeowner's policy required by the Association.

(g) The Association may levy in any calendar year, a Special Assessment for the purpose of defraying the cost of construction, reconstruction, repair, or replacement of a Townhouse or Townhouses containing single family residential units, to the extent that insurance proceeds under a group insurance policy containing a Replacement Cost Endorsement are insufficient to pay all costs of said construction, reconstruction, repair or replacement to as good condition as existed prior to damage or destruction by fire or other casualty covered by said insurance.

ARTICLE VI - SHARED STRUCTURES

Section 1. **General Rules of Law to Apply.** Each wall, fence, or similar structure built as a part of the original construction on a Lot or Townhouse, which serves and/or separates any two adjoining Lots or Townhouses shall constitute a "Party Structure." To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls, lateral support

on below-ground construction, and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. **Maintenance, Damage, and Destruction.** The cost of reasonable repair and maintenance of a Party Structure shall be shared equally by the Owners who make use of the Party Structure. If a Party Structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the Party Structure may restore it. Other Owners using the Party Structure thereafter shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. **Construction of a Party Wall.** The Owner of any Lot or Townhouse may construct, reconstruct, or extend in any direction on his Lot or Townhouse (subject to and within the limitation of architectural control and other limitations of this Declaration) with the right to go upon the adjoining Lot or Townhouse to the extent reasonably necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such Owner shall restore the adjoining Lot or Townhouse to as near the same condition which prevailed on it before the commencement of such construction as is reasonably practicable.

Section 4. **Weatherproofing.** Notwithstanding any other provision of this Section, an Owner who by his negligent or willful act causes the Party Structure to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. **Right to Contribution Runs with the Land.** The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VII- COVENANT FOR STORM WATER MANAGEMENT FACILITIES

Section 1. **Responsibilities and Maintenance of Common Areas.** The Association, will own and maintain the Common Area and all Storm Water Management Facilities (structural and non-structural) located within the Common Area, including but not limited to, structural and non-structural Storm Water Management Facilities, buffers, low impact development and associated elements. Within these areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the performance of storm water features, easements, buffer areas or which may change the direction of flow of storm water or drainage channels, or obstruct or retard the flow of water through the storm water features in these areas.

Section 2. **Adherence to Storm Water Management Plan.** The Association shall maintain the Storm Water Management Facilities in accordance with the approved Storm Water

Plan and the recorded Storm Water Management Facility Maintenance Agreement for each element of the Storm Water Management Facilities, including manufactured devices.

(a) The Association will perform the work necessary to keep the facilities in good working order as appropriate.

(b) No alterations of the Storm Water Management Facilities and appurtenances thereto will be permitted without prior written consent and approval of the Storm Water Permitting Agency.

(c) All property owners in the Subdivision shall be equally responsible for inspection, maintenance, and repair of all Storm Water Management Facilities in the subdivision in the absence of a homeowner's or property owners association as shown on the recorded Storm Water Management Facility Maintenance Agreement.

(d) Easements for Storm Water Management: For those Storm Water Management Facilities not located within a Common Area owned by the Association, there shall be a non-exclusive perpetual easement upon, over, under and across all portions of the Property utilized for the surface water or storm water management system. Additionally, the Association shall have a perpetual nonexclusive easement for drainage over the entire surface water or storm water management system. No person shall alter the drainage flow of the surface water or storm water management system, including buffer areas or swales, without the prior written approval of the storm water permitting agency.

Section 3. **Right of Access.** Any authorized agent shall be allowed the right of ingress and egress over the Property and any easement areas, at a reasonable time and in a reasonable manner, for the purpose of operation, maintenance, or repair of the Storm Water Management Facilities, as required.

Section 4. **Responsibilities of Owners**

(a) Lot Development. During the construction or renovation of a dwelling, the Owner's builder shall control erosion and sedimentation during and after construction, stabilize cleared areas, limit stockpiles, protect storm water inlets during construction, remove temporary control systems after construction, and limit the placement of gutters and drains. The Owner's builder shall comply with the local government and the Storm Water Management Plan requirements for erosion and sediment control.

(b) Interference with Storm Water Management System Elements. Owner will not interfere with any Storm Water Management System Elements on Homeowner's Lot so as to preclude the function of the element. This includes Low Impact Development (LID) elements, which are incorporated into the Storm Water Management System.

(c) Altering Flow of Surface Water Drainage. Owner will not alter, change or obstruct the flow of any surface water drainage in a Storm Water Management System Element on the Owner's Lot.

(d) Use of Area of Lot Subject to Storm Water Management System Easement. Owner may use any portion of Homeowner's Lot subject to a Storm Water Management System Easement so long as Owner's use is not inconsistent with the Storm Water Management System Easement.

Section 5. **Additional Resources.** The Association should work with the Soil & Water Conservation District to be proactive in Environmental Education (good housekeeping practices) of homeowners and residents within the subdivision to include, but not be limited to: purpose of storm water management and features; car washing; disposal of yard waste; pet waste impact and disposal; use of fertilizers and herbicides; use and proper disposal of oils from cars, motorcycles and lawn mowers, carpet cleaning water and cooking grease.

ARTICLE VIII - ARCHITECTURAL CONTROL

Section 1. **Plan of Design Approval.** All Townhouses, outbuildings, and other structures initially constructed within the Subdivision (hereinafter, collectively referred to as the "Initial Improvements") have been built in accordance with plans and specifications which have been previously approved by the Developer. Other than the Initial Improvements, no building, fence, wall, porch, deck, driveway, parking area, landscaping, or any other structure or improvement (hereinafter, collectively referred to as "Improvements"), including without limitation, any construction, installations, placements, additions, alterations, modifications, or changes to any such Improvements or exterior appearance of any Lot or Townhouse shall be commenced, undertaken, or completed anywhere on the Lot unless the plans, specifications, and location of the proposed Improvement, installation, alteration, modification, or changes thereto, shall have been expressly approved in writing by the Architectural Review Committee ("ARC") or the Board. No subsequent alteration or modification of any Improvements or construction, erection, or installation of additional Improvements may be undertaken or allowed to remain on any Lot, without the review and express written approval of the ARC or the Board.

Section 2. **Architectural Review Committee ("ARC").** The Board shall designate the number of and appoint the members of the ARC on an annual basis. Each ARC member shall be generally familiar with residential and community development design matters and knowledgeable about the Association's concern for a high level of taste and design standards within the Subdivision. In the event of the death or resignation of any member of the ARC, the Board shall have full authority to designate and appoint a successor. Members of the Architectural Review Committee may be removed and replaced at any time, with or without cause or notice, by the Board, at the Board's sole discretion.

Section 3. **Procedure.** Prior to the construction, installation, placement, addition, alteration, modification, or change to any Improvement, or to the exterior appearance of any Lot or Townhouse, the Owner of the Lot must submit an application for review, along with two (2) copies of the plans and specifications showing the nature, kind, shape, height, materials, and location of the same to the ARC. Such plans and specifications must include plans and drawings, in a one-eighth (1/8) scale or larger, along with the following information:

- (a) a sufficient description of the work to be done and the exact location;
- (b) an example or scaled drawing of the work to be completed or installed be made, including relevant dimensions;
- (c) the front, rear, and side elevations of any new construction or installation, and floor plans and openings, if applicable;
- (d) a description of the exterior surface including the color, material, and type (including roofing material, color, and type if applicable);
- (e) any other information necessary to illustrate the character of the proposed construction, installation, alteration, modification, or change;
- (f) the name, address, and phone number of the individual completing the work or installation, and if a contractor is used, the contractor's license number; and
- (g) a statement of the estimated completion dates of all construction and installations projected.

The application and plans required by this provision (hereinafter, the "Proposal") must be hand delivered or mailed to the ARC c/o the Association management company or their designated employees, agents, representatives, or assigns. Upon receipt, the ARC shall review the Proposal and request additional information if necessary. Once a complete Proposal has been received (as determined by the ARC in its sole discretion), the ARC shall notify the Owner of the Lot that the submittal is complete and the starting date of the review process. The ARC shall then have thirty (30) days from the start day to either approve or deny the proposal. The ARC reserves the right to condition an approval for any reason, and such conditions shall be set forth in writing to the Owner. Following final review, one (1) complete set of the Proposal shall be retained and the copies shall be returned to the Owner applicant with the ARC's approval or disapproval clearly noted thereon, with any conditions or recommendations.

If the ARC fails to approve or deny the Proposal within thirty (30) days following receipt of a complete Proposal (as determined by the ARC in its sole discretion), the Proposal shall be deemed approved.

Section 4. **Denial and Appeal.** The ARC shall have the right to deny, or condition approval of an Owner's Proposal for any reason, taking into account the suitability of the proposed work, and whether or not it is in harmony with the surrounding and design of the Subdivision. If denied or approved with conditions, an Owner may appeal the ARC's decision to the Board, by requesting such appeal in writing within ten (10) days of receipt of the ARC's final decision. The Board, in its sole discretion, may approve, deny, or condition the Owners' Proposal as the Board determines. The Board's decision shall be final and binding.

Section 5. **Architectural Guidelines.** With the approval of the Board, the ARC shall have the power to formulate, publish, amend, supplement, modify, and enforce reasonable guidelines, rules, and regulations concerning the construction, installation, placement, addition, alteration, modification, or change to any Improvement, or to the exterior appearance of any Lot or Townhouse, including the process and procedures of the ARC and the penalties, such as monetary fines, for the violations thereof. Any such penalties may be assessed by the Board as Non-Compliance Assessments.

Section 6. **Hardships.** The ARC shall have the authority to grant variances to the Architectural Guidelines if necessary to account for unique characteristics of the Lot or Townhouse and to prevent an undue hardship. However, only the Board is vested with the authority to grant a variance to the provisions of this Declaration, including those provisions concerning setback, location, and size of improvements for any particular Lot, if in the reasonable opinion of the Board such variance is necessary to prevent undue hardship.

Section 7. **Enforcement.** In addition to the rights of the Association to enforce the provisions of this Declaration as set forth hereinafter, the ARC and/or the Board shall have the specific, nonexclusive right to enforce the provisions contained in this Article and/or to prevent any violation of the provisions contained in this Article by assessing monetary fines, levied as Non-Compliance Assessments, against the Lot(s) of the responsible Owner(s) until compliance is achieved, or by pursuing a proceeding at law or in equity against the responsible Owner(s) violating or attempting to violate any such provisions contained herein. In the event that the Association retains counsel to enforce the provisions of this Article, the Association shall be entitled to recover reasonable attorneys' fees and expenses incurred in connection therewith, including any court costs and attorneys' fees incurred whether or not an action is filed, and whether or not such fees are incurred before or after any such proceeding is brought. Such costs and attorneys' fees shall be included in the Non-Compliance Assessments levied against the Lot(s) of the responsible Owner(s).

Section 8. **Reservation of Rights.** The Board reserves the right to assign any of the duties, powers, functions and approval authority of the Architectural Review Committee to any assignee at the Board's sole discretion.

Section 9. **Exculpation.** Neither the Association, the Board, the Architectural Review Committee, nor any member, officer, employee, agent, or representative thereof, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Committee and/or the Board, nor for any structural defects in any work done according to such plans and specifications approved, denied, or failed to be approved or denied by the Architectural Review Committee and/or the Board. FURTHER, NEITHER THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL REVIEW COMMITTEE, NOR ANY MEMBER, OFFICER, EMPLOYEE, AGENT, OR REPRESENTATIVE THEREOF SHALL BE LIABLE FOR DAMAGES BY REASON OF MISTAKE OF JUDGMENT,

NEGLIGENCE, MISFEASANCE, MALFEASANCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL REVIEW COMMITTEE AND/OR THE BOARD PROVIDED FOR IN THIS DECLARATION. ANY LOT OWNER WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURAL REVIEW COMMITTEE AND/OR THE BOARD HEREBY AGREES, BY THE SUBMISSION OF SUCH PLANS AND SPECIFICATIONS, THAT SUCH OWNER AND ANY OTHER OWNER OF THE APPLICABLE LOT WILL NOT BRING ANY ACTION OR SUIT AGAINST THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL REVIEW COMMITTEE, OR ANY MEMBER, OFFICER, EMPLOYEE, AGENT, OR REPRESENTATIVE THEREOF, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUIT CLAIMS, AND COVENANTS NOT TO SUE FOR ANY CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL REVIEW COMMITTEE AND/OR THE BOARD PROVIDED FOR IN THIS DECLARATION, OR ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO SUCH CLAIMS, DEMANDS, OR CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

ARTICLE IX - USES PERMITTED AND PROHIBITED

Section 1. **Residential Use of Property.** All Lots in the Subdivision shall be used for single-family, residential purposes only and no business or business activity shall be carried on or upon any Lot at any time, except with prior written approval of the Board. Maintaining a home office, that is not detectible from the exterior of the Lot, shall not be considered business or business activity for the purposes of this provision.

Section 2. **Leasing Restrictions.** Short-term leases (leases for a term of less than twelve (12) consecutive months) are strictly prohibited. Lots must be leased in their entirety. Rental of less than the entire Lot (such as rental of a room or accessory structure) is strictly prohibited. Leases must be approved in writing by the Board, prior to their commencement. No more than seven (7) Lots may be leased at a given time, unless otherwise approved by the Board. The Owner of any Lot must deliver written notice to the Association of their intent to lease their Townhouse. Rental requests will be reviewed within fourteen (14) calendar days of receipt of such request. The Board shall have the sole right to approve or deny lease requests based on the current number of active leases and the Owner's standing with the Association. The Association has the right to levy Non-Compliance Assessments in the event an Owner fails to comply with the terms of this provision in an amount **up to \$1,000** per month until the violation is corrected.

Section 3. **Use of Outbuildings and Similar Structures.** No tent, shack, garage, barn, storage building, or other out-buildings shall be erected upon any Lot without approval from the ARC or Board; and if approved, it shall not be used as a residence either temporarily or permanently. No structure of a temporary nature or an unfinished house shall be used as a residence and no house trailer, modular home, manufactured home, or mobile home shall be placed on any Lot either temporarily or permanently.

Section 4 **Trailers, Boats, Boat Trailers.** Any boat or boat trailers, camping trailer, recreational vehicle, utility trailer, and/or similar equipment or vehicles shall at all times be neatly stored and positioned so as to be inconspicuous or shall be within a covered and screened area as approved by the ARC or Board. The ARC and/or Board shall have the right to require such equipment or vehicles to be removed in the event it is deemed to be a nuisance by the Board or the ARC. In the event of violation of this provision, Non-Compliance Assessments may be imposed on a daily basis until the violation is corrected.

Section 5. **Offensive Activities.** No obnoxious or offensive activity shall be permitted anywhere on a Lot or Common Areas nor shall anything be done which may become an annoyance, nuisance, or menace to the Subdivision. No Lot or any part thereof shall be used for any business, commercial, or public purpose. Further, no Owner shall permit anything to be done or kept in or on his or her Lot or Townhouse or on the Common Area which will increase the rate of insurance on the adjoining property.

Section 6. **Animals.**

(a) No Owner, occupant, resident, tenant, guest, invitee, or licensee may keep more than four (4) commonly recognized household pets, excluding such animals permanently confined to a cage, tank, or terrarium that weigh less than five (5) pounds each, unless approved by the Board in advance. No Owner, occupant, resident, tenant, guest, invitee, or licensee may keep, breed, or maintain any livestock or keep, breed, or maintain any animals for a commercial purpose.

(b) All animals (including cats) must be kept on a leash and be under the physical control of the Owner or person responsible for such animal at all times while outdoors or outside of a fenced in area on the Owner's Lot. Voice control or command is not sufficient. No animal is to be left on a porch or patio, unless supervised on site by the Owner or person responsible for such animal.

(c) All animal waste left on a Lot or the Common Area within the Subdivision must be immediately removed and discarded by the Owner or the person responsible for such animal. Pet waste signs/stations are located in Common Areas to encourage all homeowners to dispose of their pet waste appropriately.

(d) No animal that is determined to be dangerous, in the Board's sole and absolute discretion, may be kept within the Subdivision, whether temporary or not. The Association may

remove or cause to be removed, with or without notice, any animal that presents an immediate danger to the health, safety, or property of the Association, and/or its agent, employees, contractors, representatives, or assigns, or of any other Owners and/or their occupant(s), resident(s), tenant(s), guest(s), invitee(s), or licensee(s), as determined in the sole discretion of the Board.

(e) All Owners who keep or bring an animal into the Subdivision, or permit their occupants, residents, tenants, guests, invitees, and licensees to keep or bring an animal into the Subdivision, hereby agree to indemnify and hold the Association and its directors, officers, agents, employees, representatives, and assigns, harmless from any loss, claim, or liability of any kind, whatsoever, arising by reason of such animal.

(f) Any violation of the foregoing provision may result in the charge of Non-Compliance Assessments against the responsible Owner of the Lot which the animal is visiting or being kept, regardless of whether that Owner is the owner of the animal at issue.

Section 7. **Aesthetics, Natural Growth, Screening.** Tall shrubbery or hedges shall be trimmed to reasonable limits to avoid the creation of traffic hazards. Further, all Owners shall be required to maintain their Lots and any Improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the Subdivision or the surrounding property.

No outside drying of clothes is allowed on any property within the Subdivision. Permanent in-ground flag poles and basketball goals are prohibited, unless prior written approval is obtained from the ARC or the Board. No vegetable gardens, bird baths, bird houses, rock gardens, sand boxes, or children's play equipment shall be permitted in the front or side yards of any Lot. Bird feeders, lawn ornaments/sculptures, mounted flags, and garden flags may be allowed in the front or side yards of any Lot only with prior written approval from the ARC or the Board. If approved, no more than two (2) flags are allowed in the front of the Townhouse, and in no event shall such flags exceed 3 x 5 feet in size. Owners who choose to display the U.S. flag after sunset must ensure it is properly illuminated per The Flag Code, and in compliance with Section 16 of this Article IX (see below).

Section 8. **Vehicles.** Each Owner subject to these restrictions shall provide space for the off-street parking of vehicles prior to the occupancy of any building or structure on a Lot in accordance with reasonable standards established by the Board. Owners are encouraged to park their vehicles in their garage. If the number of vehicles exceeds the capacity of their garage, Owners may park their vehicles in their driveway. No vehicles of any kind may be kept, stored, or parked on any non-paved area of a Lot or adjacent Lot, or within any landscaped area, or Common Area. Owners should first park vehicles in their driveway but may park in guest parking lots on a temporary basis (not to exceed three (3) days per month). Owners, or other residents or occupants of a Lot may not park on-street. Temporary on-street guest and visitor parking is permitted for periods not to exceed twenty-four (24) hours, so long as such parking does not impede traffic or

block driveways or mailboxes. The Board, in its sole discretion, shall have the specific right to impose Non-Compliance Assessments for parking in violation of this Declaration. Inoperable or damaged vehicles, or vehicles in disrepair may not be kept, stored, or parked anywhere within the Subdivision, except within closed garages on the Owner's Lot. Vehicles being repaired outside of the garage (including oil changes) must have work completed within twenty-four (24) hours. Vehicles leaking fluids may not be kept, stored, or parked anywhere within the Subdivision. Vehicles without current registration and license tags are strictly prohibited within the Subdivision, except within closed garages on the Owner's Lot. No vehicles larger than Class three (3) (10,000 pounds gross vehicle weight) may be kept, stored, or parked anywhere within the Subdivision at any given time. No campers, recreational vehicles, or other motorized living quarters may be stored in the Subdivision unless they are kept within a closed garage. No utility trailers, boat trailers, or commercial vehicles (vehicles with lettering, advertising, or visible sponsorship, or with tools or equipment storage such as ladder racks, industrial toolboxes, etc.) may be stored in the Subdivision. Violation of this Section, including extended on-street or guest parking by any Owner(s), occupant(s), resident(s), tenant(s), guest(s), invitee(s), or licensee(s), may result in the charge of Non-Compliance Assessments against the Lot Owner responsible for the vehicle in question, in such amounts as determined in the sole discretion of the Board, regardless of whether such Owner is the owner of the vehicle or not.

The Board may grant a temporary exception to these parking restrictions for extenuating circumstances; however, prior written approval must be obtained by the Owner if such circumstances are expected.

Section 9. **Garbage and Refuse Disposal.** No portion of a Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Rubbish, trash, garbage, or any other debris or waste shall only be temporarily stored awaiting pickup on an Owner's Lot and must be kept in secured and sanitary containers, out of sight from the streets within the Subdivision, until scheduled pickup. All equipment and containers for the storage or disposal of rubbish, trash, garbage, debris, and other waste shall be kept in a clean and sanitary condition. Lawn debris, tree limbs, and the like do not have to be stored in secured containers, but must be stored out of sight from the streets until scheduled pickup. Any rubbish, trash, garbage, debris, and other waste, or containers should be placed on the street no earlier than the day before the Owner's scheduled pickup and must be stored out of sight the day following pickup. Any remaining rubbish, trash, garbage, debris, or waste following pickup must be removed from sight (from the streets of the Subdivision) by the end of the day of pickup.

Section 10. **Outdoor Fires.** No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot, except that an outdoor fireplace or permanent outdoor fire pit may be permitted with prior written approval from the ARC or Board.

Section 11. **Fences and Walls.** All fences, walls, screens, hedges, or other barriers must be approved by the ARC or Board prior to any installation or alteration. Fences located in the rear of any Townhouse or Lot may graduate from six (6) feet high, to no less than three and a half (3.5)

feet high in the center. Shared fences between Lots must be six (6) feet high. No fence, walls, screens, hedges, or other barriers may be erected between the street and the front corner of any Townhouse on any Lot, except that with prior written approval from the ARC. A six (6) foot high, shadowbox wood fence, facing the street, with a gate accessible from the outside, may be placed halfway between the front and back of any exposed side of a Townhouse (if applicable). If approved, such fence must be installed from the exposed side of the Townhouse to the property line as shown on a recorded plat of the Lot. Any alterations, modifications, or changes (including but not limited to painting, staining, or material changes) to any fence or subsequently approved fence, must receive prior written approval by the ARC or Board. Other than fences initially constructed within the Subdivision, fences installed or modified by the Lot Owner shall be the sole maintenance, repair, and replacement responsibility of said Lot Owner, or subsequent Lot Owner(s), including routine pressure washing, painting, or staining, as is determined necessary by the ARC or the Board.

Section 12. **Pools and Hot tubs.** No below ground pools or below ground hot tubs are permitted on any Lot. No above ground pools are permitted to be installed, constructed, stored, or placed on any Lot. Inflatable or small wading pools for children are acceptable, provided that such pool is located completely within the boundaries of the Owner's Lot, and such pool is drained and stored out of sight at the end of each day. Above ground hot tubs are permitted with prior written approval from the ARC or the Board. The submission for approval of an above ground hot tub must show exact location and address the foundation details, and any corresponding irrigation and drainage. Any above ground hot tubs that are approved, must be secured with a locked cover when not in use.

Section 13. **Signage.** No signs shall be permitted on any Lots, except for one (1) sign offering the Lot for Sale with prior written approval from the ARC or the Board. Owners are responsible for signage placed, with or without their permission, by their agents or representatives, including specifically their real estate agents. The Board and ARC reserve the right to remove and discard any signs on any Lots in violation of this restriction, by and through their respective agents or representatives. Such entry and removal of said signage shall not be deemed a trespass, theft, or conversion of property. The Board reserves the right to allow additional signs as deemed appropriate, such as seasonal or holiday messages. Only two (2) professional security company signs indicating that the property is protected by a security company system are permitted on the Lot (whether such sign is placed in or on a window or door of the Townhouse, or standalone) without prior approval of the ARC. One (1) professional security company sign may be placed in front of the Townhouse (in the yard or landscaping or on a door or window) and one (1) professional security company sign may be placed in back of the Townhouse (in the yard or landscaping or on a door or window). The ARC and the Board reserve the right to determine in their sole discretion whether such security signs are professional and whether the placement is in compliance with this restriction.

Section 14. **Mailboxes.** All residences have a special mailbox which is provided by the Association. Common Box Units as required by the USPS are located throughout the neighborhood, with maintenance being the responsibility of the Association.

Section 15. **General Rules and Regulations.** The Board shall have the power to formulate, publish, supplement, amend, and enforce reasonable rules and regulations concerning the use and enjoyment of each Lot and all Common Area, together with the establishment of monetary fines for violation thereof, which may be levied as a Non-Compliance Assessment against the Lot(s) of the responsible Owner(s). Such rules and regulations, along with all resolutions adopted by the Board, shall be recorded with the Greenville County Register of Deeds.

Section 16. **Storm Doors.** Storm doors are allowed, but a request for installation must be submitted to the ARC for review and approval in advance of installation. A photo example of the storm door must be included with the request for approval and the storm door must adhere to the design standards of the Subdivision.

Section 17. **Exterior Light Fixtures and Lighting.** Installation, alterations, modifications, or changes to exterior light fixtures or lighting (the bulb type, voltage, or angle of the lighting) requires prior written approval from the ARC or Board. Porch and garage light fixtures and lighting must be of Craftsmen style and in keeping with the design standards of the Subdivision. Installations, alterations, modifications, or changes to motion sensor light fixtures or lighting requires prior written approval from the ARC or Board. Up to three (3) motion sensor light fixtures can be installed in the front of the Townhouse (only one (1) of which can be a double light). Motion sensor light fixtures (with bulb) cannot exceed six (6) inches in diameter and nine (9) inches in length. Motion sensor lights not used for security purposes or that are otherwise excessive or constitute a nuisance to neighboring Owners, as determined in sole discretion of the ARC and/or the Board, are not permitted. Installation, alteration, modification, or changes to any landscape or walkway lighting requires ARC or Board approval prior to such installation or change. Such landscape or walkway light fixtures may be line or low voltage type. Lines, cords, cables, and low voltage power packs for such landscape or walkway lighting should be sufficiently screened from view. Illumination of stand-alone flag poles must be approved by the ARC or board prior to any new installation or change. Such illumination may be accomplished by no more than two (2) low-profile, line or low voltage type ground light fixtures, with narrow or spot beam spread, or by equivalent ambient lighting sufficient to illuminate the displayed flag. Lines, cords, cables, and low voltage power packs for flag lighting must be screened from view, as determined in the ARC and/or Board's sole discretion. No building or wall mounted light fixtures for the purposes of illuminating a wall mounted flagpole, or similar purpose, are permitted.

Section 18. **Solar Panels.** Installation of, or alteration, modification, or changes to, any exterior or roof-mounted solar panels is not permitted without prior written approval of the ARC or Board.

Section 19. **Security Cameras.** Installation of or alteration, modification, or changes to any security cameras is not permitted without prior written approval of the ARC or Board. No more than four (4) cameras will be approved for the front of the Townhouse.

Section 20. **Antennas and Satellites.** Installation of, or alteration, modification, or changes to, any exterior antennas or satellite dishes of any kind, anywhere on the Lot must receive prior written approval of the ARC. Notwithstanding the ARC's and/or Board's ability to approve or deny placement of such antennas or satellite dishes, nothing herein is intended to violate any State or Federal law regarding placement of communication equipment, including, but not limited to 47 U.S.C. § 303 nt., and related FCC rules, 47 CFR § 1.4000 (which limits, but does not entirely prohibit, control by the Association of the size and location of antennas and satellite dishes).

Section 21. **Posted Traffic Regulations.** All Owners, their occupants, guests, and invitees are required to abide by all posted traffic violations, including but not limited to, speed limits and no parking signs. Owners are responsible for traffic violations committed by their occupants, guests, and invitees. The Association shall also have the right to impose monetary fines for violations of this provision, which may be levied as a Non-Compliance Assessment against the Lot of the responsible Owner.

ARTICLE X - EASEMENTS

Section 1. **Easements Along Lot Lines.** In addition to other easements as are shown on the Plat, a five (5) foot easement is reserved over and across each side and rear lot line, and a ten (10) foot easement is reserved over and across the front lot line, for drainage, utility, cable television, gas, water, power, sewer, and telephone installation and maintenance; provided that should two (2) Lots be consolidated to support one residence, then and in that event, the easements herein above provided shall apply only with respect to the exterior lines of such consolidated Lot.

Section 2. **Reservation of Right to Grant Utility Easements.** An easement for the installation and maintenance of utilities and drainage facilities is hereby reserved over all streets and easements.

Section 3. **Access Easement.** Easements for access to the Subdivision are reserved as indicated on the Subdivision Plats and in recorded easements. The Association hereby grants, gives and conveys to each Owner a perpetual, nonexclusive easement over the areas designated as a "Court," "Drive," "Road" or "Street" on the Subdivision Plats for vehicular and pedestrian ingress and egress to and from the Subdivision. The easements granted under this Section are reserved and shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the Subdivision. The Association reserves the right to dedicate or convey any street, road or driveway to any governmental entity without the consent or approval of any Owner.

Section 4. **Conservation Easement.** If applicable, as shown on the Subdivision Plats referenced in this Declaration, the designated Open Space is hereby placed in a permanent Conservation Easement to be owned and maintained by the Association or jointly by all Owners of lots in the Subdivision in the absence of an Association, which cannot be disturbed in any

manner adverse to the purpose of the Easement, which is to protect and to preserve the natural quality of the Open Space, without the express written consent of Greenville County.

ARTICLE XI - SETBACK, LOCATION, AND SIZE OF IMPROVEMENTS

Section 1. **Setbacks.** No building shall be erected on any Lot nearer to the front lot line or nearer to the side street line than the building setback line shown on the Subdivision Plats. Any such building shall face toward the front line of the Lot except those buildings to be constructed on corner Lots shall face in the direction designated by the ARC or Board. No building shall be located nearer to any interior side lot line than the distance determined by applicable building codes.

Section 2. **Detached Buildings.** Detached buildings approved as provided in this Declaration shall be of the same exterior material as the Townhouse on the Lot and of a size no greater than 12' x 12' and shall be placed no nearer to any Lot line than the distance determined by applicable building codes. **LOCATION OF ALL DETACHED BUILDINGS SHALL BE APPROVED IN ADVANCE BY THE ARC or Board.**

Section 3. **No Subdivision of Any Lot.** No Lot shall be subdivided, redrawn, or re-platted so as to face in any direction other than is shown on the Subdivision Plats nor shall it be subdivided, redrawn, or re-platted so as to make any building site smaller than is provided for on the Subdivision Plats.

Section 4. **Garages.** Each residence shall have at least one (1) one-car garage which will be maintained permanently as a functional garage.

Section 5. **Driveways and Entrances to Garages.** All driveways and entrances to garages shall be concrete or other substance approved in writing by the ARC or the Board and of a uniform quality.

ARTICLE XII - GENERAL AND MISCELLANEOUS PROVISIONS

Section 1. **Enforcement.** The Association, and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation, the Bylaws, and any guidelines, rules, and regulations adopted by the Association, or hereafter amended (hereinafter collectively referred to as the "Governing Documents"). The Association shall have the right to impose monetary fines for violations of any of the Governing Documents, which may be levied as Non-Compliance Assessments against the Lot(s) of the responsible Owner(s) until compliance is achieved, or by pursuing a proceeding at law or in equity against the responsible Owner(s) violating or attempting to violate any such Governing Documents. In the event that the Association retains counsel to enforce the Governing Documents, the Association shall be entitled to recover reasonable attorneys' fees and expenses incurred in

connection therewith, including any court costs and attorneys' fees incurred whether or not an action is filed, and whether or not such fees are incurred before or after any such proceeding is brought. Such costs and attorneys' fees shall be included in the Non-Compliance Assessments levied against the Lot(s) of the responsible Owner(s).

Failure by the Association or by any Owner to enforce the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. The Association and any Owner shall have the right to request law enforcement, public safety, and animal control authorities, if applicable, to facilitate enforcement of the laws, codes, and ordinances of any governmental authority.

Section 2. **Severability.** Invalidation of any one of these covenants or restrictions by a judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. **Amplification.** The provisions of this Declaration are amplified by the Bylaws of the Association as may be adopted by the Association, but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. The Association intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, the Association intends that the provisions of this Declaration control anything in the Articles of Incorporation or Bylaws to the contrary, to the extent permitted by law.

Section 4. **Term.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless expressly terminated by an instrument signed by Owners owning not less than two thirds (2/3) of the Lots.

Section 5. **Amendment.** This Declaration may be amended, at any time, by the affirmative vote of not less than sixty-seven percent (67%) of the then current Lot Votes as provided for in this Declaration. Any approved amendment must be certified by the President and Secretary of the Board and recorded in the Greenville County Register of Deeds.

Section 6. **Notice of Conveyance.** The Owner of each Lot shall cause written notice to be delivered to the Association upon the conveyance of any Lot by the Owner, advising the Association of the conveyance.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the Association, certify and affirm that no less than sixty-seven percent (67%) of the current Lot Votes were cast to approve the foregoing amendments in compliance with Article XII, Section 5 of the Declaration.

SIGNED SEALED AND DELIVERED
in the presence of:

THE TOWNES AT FIVE FORKS
HOMEOWNERS' ASSOCIATION, INC.

[Signature]
(witness #1)

[Signature]
(witness #2)

By: [Signature] (L.S.)

Print Name: Michael J. Miller

Its: President

Attest: [Signature] (L.S.)

Print Name: Michael W. Quinn

Its: Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, [Signature], a Notary Public for the State of South Carolina, do hereby certify that Michael J. Miller and Michael W. Quinn, duly authorized officers of The Townes at Five Forks Homeowners' Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Association.

Witness my hand and official seal this 23rd day of August, 2022

[Signature]
Notary Public for South Carolina
My Commission Expires: 1-13-2025