

BOOK 286  
PAGE 16  
DATED 12-14-15  
REC 2-16-16

FILED  
MCCORMICK COUNTY, SC

2016 FEB 16 PM 2:24

CLERK OF COURT  
MCCORMICK COUNTY, SC

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of SLVPOA, Inc., a South Carolina corporation;

That the foregoing Amended and Restated Covenants and Restrictions of said SLVPOA, was duly adopted by the members of the SLVPOA on the 14<sup>th</sup> day of December, 2015.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed the seal of said SLVPOA this 1<sup>st</sup> day of February, 2016.

SAVANNAH LAKES VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

Susan Campbell  
Witness

[Signature] {SEAL}  
Secretary

[Signature]  
Witness

STATE OF South Carolina )  
  )  
COUNTY OF McCormick )

PROBATE

Personally appeared before me the undersigned witness, who being duly sworn, says that (s)he saw the within-named Person sign, seal and deliver the within Amended and Restated Declaration of Covenants and Restrictions approved December 14, 2015, that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 1<sup>st</sup> day of February, 2016.

AUDITOR'S OFFICE MCCORMICK CTY.  
Recorded Feb 23<sup>rd</sup> 2016  
In Book 11, Page 538  
Marnie Gable  
Auditor / Deputy

Betty Carol Jones (LS) Betty Carol Jones  
Notary Public for McCormick County

My commission expires: June 13, 2017

BOOK 286 OF  
Deeds  
PAGE 16  
STATE TAX PAID 0  
COUNTY TAX PAID 0

FILED  
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CLERK OF COURT  
McCORMICK COUNTY, SC

**AMENDED AND RESTATED DECLARATION  
OF COVENANTS AND RESTRICTIONS  
SAVANNAH LAKES VILLAGE  
McCORMICK COUNTY, SOUTH CAROLINA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Cooper Communities, Inc., a Delaware corporation, hereinafter called Cooper Communities acquired certain lands ("Property") adjacent to J. Strom Thurmond Reservoir and lying in McCormick County, South Carolina, from the Savannah Valley Authority, an agency created under the laws of the State of South Carolina and organized and existing pursuant to Section 13-9-10 et seq. of the Code of Laws of South Carolina, 1976, as amended, hereinafter called "SVA"; and

WHEREAS, Cooper Communities subjected the Property to that certain Declaration of Covenants and Restrictions, Savannah Lakes Village, McCormick County, South Carolina dated December 12, 1988 and recorded in Book 89, Page 37 et seq. of Deeds in the McCormick County, South Carolina Records ("Declaration"); and

WHEREAS, said Declaration was amended to submit additional property to its terms; and

WHEREAS, by Certificate of Incorporation issued by the Secretary of State on 16 December 1987 the nonprofit corporation was named "Savannah Lakes Village Property Owners Association, Inc." Thereafter, on 16 November 1988, the Secretary of State amended the Charter of the nonprofit corporation to change its name to "Savannah Lakes Village Club, Inc." Then, by Notification filed 12 January 1996 with the Secretary of State, the name of the nonprofit corporation was changed back to "Savannah Lakes Village Property Owners Association, Inc." ("Association"); and

WHEREAS, Cooper Communities was the original Developer under the Declaration; and

WHEREAS, Cooper Communities assigned all of the rights, interest, powers, privileges and obligations it possessed as the Developer to Eight Acre LLC, a South Carolina limited liability company ("Eight Acre"), in that certain Assignment and Assumption Agreement dated January 15, 2007 and recorded in Book 210, Page 90 of Deeds in the McCormick County, South Carolina Records on January 18, 2007; and

WHEREAS, Eight Acre transferred all of its rights, interest, powers, privileges and obligations it possessed as the Developer to Savannah Lakes Village Property Owners Association, Inc. except for the property described in that certain Assignment of Developer Rights Under the Declaration of Covenants and Restrictions for Savannah Lakes Village, McCormick County, South Carolina recorded on July 2, 2010 in Book 232, Page 25 of Deeds in the McCormick County, South Carolina Records ("Assignment Agreement"); and

WHEREAS, as of the date of this Amended and Restated Declaration of Covenants and Restrictions, Eight Acre is the Developer of the property listed in Exhibit 3; and

WHEREAS, as of the date of this Amended and Restated Declaration of Covenants and Restrictions, Savannah Lakes Village Property Owners Association, Inc, Association is the Developer of the property described in Exhibit 2; and

WHEREAS, an Amendment dated November 30, 2011 was approved by the vote of at least two-thirds ( $\frac{2}{3}$ ) of the total number of qualified votes in the Association; and

WHEREAS, the Amendment was recorded on November 30, 2011 and recorded in Book 240, Page 1 of Deeds in the McCormick County, South Carolina Records; and

WHEREAS, the Amendment became effective on December 12, 2014 and extends the terms of the Declaration for an additional 10 years; and

WHEREAS, the Amendment added Article XVII Section 9 which allows the Declaration to be amended at any time by more than fifty (50%) percent of the total number of qualified votes in the Association; and

WHEREAS, this Amended and Restated Declaration was approved by qualified voters, which is more than fifty (50%) percent of the total number of qualified votes in the Association;

NOW THEREFORE, the Declaration is deleted in its entirety and replaced with the following:

## **ARTICLE I**

### **DEFINITIONS**

In addition to other definitions herein provided and except where it is clearly evident from the context that a different meaning is intended, the following terms shall have the following meanings when used in this Declaration, any Supplemental Declaration, any record plat of the lands covered hereby, and any other documents related to the Project:

- (1) "Association" means Savannah Lakes Village Property Owners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.
- (2) "Declaration" means this instrument as extended or supplemented from time to time in the manner herein provided.
- (3) Developers, at the time of the adoption of this Amended and Restated Declaration, Savannah Lakes Village Property Owners Association, Inc. and Eight Acre, LLC (Eight Acre) are both designated a "Developer" pursuant to that

Agreement dated July 1, 2010 recorded in Book 232, Page 125 of the McCormick County, South Carolina land records as may be amended by these parties.

- (4) "Project" means all real property currently or in the future subjected to this Declaration.
- (5) "Common Property" means any property, real, personal or mixed, owned or leased by the Association, those areas reflected as such upon any recorded subdivision plat of the Project, and those areas so designated from time to time by the Developer intended to be devoted to the common use and enjoyment of the Owners.
- (6) "Limited Common Property" means those areas reflected as such upon any recorded subdivision plat of the Project and those areas so designated from time to time by the Developer, intended to be devoted to the common use and enjoyment of the owners of specifically designated property.
- (7) "Lease Agreement" means that certain lease agreement between the Association and the Secretary of the Army for certain public lands and shoreline of J. Strom Thurmond Reservoir to be used as Common Properties as hereinafter provided.
- (8) "Roads or Streets" shall mean and refer to every way of access for vehicles, whether dedicated as Common Property, Limited Common Property or to the general public and whether known by the name of street, road, avenue, way, lane, place or other name. The designation of a Road or Street shall not, however, mean or include private driveways.
- (9) "Utility Easements" shall mean and refer to those areas of land designated for such purposes on any recorded subdivision plat of the Project or as may be provided for in or by this Declaration or any Supplemental Declaration.
- (10) "Lot" shall be the numbered parcels or lettered parcels as shown on any recorded subdivision plat of the Project.
- (11) "Commercial Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of the Project, or as may be so designated by this Declaration or any Supplemental Declaration.
- (12) "Residential Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of the Project, or as may be so designated by this Declaration or any Supplemental Declaration.
- (13) "Living Unit" shall mean and refer to any portion of a building situated upon the Project designed and intended for use and occupancy as a residence by a single family.

- (14) "Single Family Detached" shall mean and refer to any building intended for use by a single family and not attached to any other building.
- (15) "Single Family Attached" shall mean and refer to any building containing two or more Living Units attached but each Living Unit located on a separate Parcel of Land.
- (16) "Multi-family Structure" shall mean and refer to any building containing two or more Living Units located on a single Parcel of Land.
- (17) "A Parcel of Land" may be less than a Lot, a single Lot, more than a Lot, several Lots, or a plot of land described by a metes and bounds description.
- (18) "Member" means all those persons or entities who are members of the Association as hereinafter provided.
- (19) "Owner" means the Developer and any person, firm, corporation, partnership, or other legal entity, or any combination thereof, owning of record a fee interest in a Lot or Living Unit, but shall not include a mortgage holder.
- (20) "Occupant" means any person or persons in possession of a Living Unit.
- (21) "Household" shall mean those who dwell under the same roof and constitute a family.
- (22) "Common Expense" means all expenses incurred by the Association for the construction, maintenance, repair, replacement, operation, management and administration of the Project and the Common Property, together with any expenses which are the specific responsibility of an individual Owner which are paid by the Association and charged to the responsible Owner as a Personal Charge for reimbursement.
- (23) "Assessment" means such amounts as are imposed against the Owner by the Association for payment of the Common Expenses and levied against the Owners.
- (24) "Personal Charge" means any expense or charge of the Association for which a specific Owner is liable.
- (25) "Master Plan" means that certain master plan for development of the Project as prepared by Cooper Communities, as the initial Developer, and submitted to SVA at the time of closing of the purchase of the initial lands covered hereby.
- (26) "Shoreline Strip" means those certain public lands and shoreline of the J. Strom Thurmond Reservoir owned by the United States Army Corps of Engineers and adjacent to the Project.

- (27) "Memorandum of Agreement" means that certain agreement heretofore executed between the United States Army Corps of Engineers and Cooper Communities, as the initial Developer, for the management of the Shoreline Strip to affect a reasonable balance between use of the Shoreline Strip by abutting property owners and use by the general public and to provide for the issuance of permits to the Association for the construction, operation and maintenance of certain water use facilities in the Shoreline Strip.
- (28) "General Permit" means that certain permit from SVA to the Association for the construction, operation and maintenance of certain water use facilities within the Shoreline Strip.
- (29) "Electronic Record" means a record created, generated, sent, communicated, received, or stored by electronic means. Included is an electronic ballot as provided in the South Carolina Nonprofit Corporation Act §33-31-708.
- (30) "Violator" means any Owner who violates the then current Property-Wide Standards or the Association Legal Documents and any Owner family member, guest of Occupant who violates such provisions, provided however if an Owner's family member, guest or Occupant violates the Association Legal Documents, then Owner of the relevant Lot also shall be considered a violator.
- (31) "Property-Wide Standards" means the standards of conduct, maintenance, or other activity generally prevailing within the Property. The Board of Directors and the Architectural Control Committee may more specifically determine such standards.
- (32) "Parking" means the act of stopping and disengaging an automobile and leaving it unoccupied. An automobile is a wheeled motor vehicle used for transporting passengers, which also carries its own engine or motor.
- (33) "Reserve Fund" means an amount recommended annually by the Chief Operating Officer and approved by the Board of Directors. This reserve is to be set aside for the funding of future capital improvements, additions and periodic maintenance of facilities and assets of the Association, and/or the construction of any capital improvement upon the Common Properties."
- (34) "Legal Documents" shall mean this Declaration, By-Laws, Articles of Incorporation, and Rules and Regulations.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

**Section 1. Existing Property.** The existing real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located and situated in the County of McCormick, State of South Carolina, as described in Exhibit 1 (“Existing Property”).

**Section 2. Additions to Existing Property.** Association and Eight Acre may submit additional land to this Declaration in the following manner:

- (A) Association, its successors and assigns, shall have the right, but not the obligation, to bring additional properties within the plan of this Declaration in future stages of development regardless of whether said properties are presently owned by Association. Any additions to the Project shall be compatible with the Master Plan. Such proposed additions, if made, shall become subject to Assessments as hereinafter provided unless modified in accordance with paragraph (D) below, and approved by a majority vote of the Association’s Board of Directors. Any such modification(s) to the Assessments will be so stated in a Supplemental Declaration and/or Agreement. Under no circumstances shall this Declaration or any Supplemental Declaration or such Master Plan bind the Association, its successors and assigns, to make the proposed additions or in anywise preclude the Association its successors and assigns, from conveying the lands included in the Master Plan, but not having been made subject to this Declaration, free and clear of such Master Plan as well as free and clear of this Declaration or any Supplemental Declaration.
- (B) Eight Acre, its successors and assigns, shall have the right, but not the obligation, to bring additional properties described in Exhibit 3 within the plan of this Declaration. Any additions shall be compatible with the Master Plan. Any additions shall become subject to assessments as hereinafter provided.
- (C) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration with respect to the additional property which shall extend the plan of this Declaration to such property, and the Owners, including the Developer, in such additions shall immediately be entitled to all privileges herein provided.
- (D) Such Supplemental Declarations and/or Agreements, if any, may contain such complementary additions and modifications of the covenants, conditions, assessments, and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration. In no event, however, shall such Supplemental Declarations revoke, modify or add to the covenants, conditions, assessments, and restrictions established by this Declaration or any Supplemental Declaration with respect to the then Existing Property.

**Section 3. Other Additions.** The Association shall have the right to add additional property outside of the Master plan, and make such property subject to this declaration, with a majority vote approval of the Association's Board of Directors. Any property additions to this declaration shall become subject to Assessments as hereinafter provided unless modified in accordance with Article II, Section 2, Paragraph (D). The addition(s) authorized hereunder shall be made by filing of record a Supplemental Declaration executed by the Board and the owner of the additional property to be added to this declaration.

**Section 4. Amendment of Existing Subdivision Plats.** The future development and success of the Community require the ability to amend subdivision plats to redesignate the use of Existing Property. The Board may agree to redesignate the use of Existing Property in accordance with the following:

- (A) **Notice.** The Secretary of the Board shall cause a Notice to be delivered to each Member identifying the property to be redesignated, a copy of a plat showing the proposed redesignation, and the date, time, and place of a special called meeting of the Architectural Control Committee (ACC) to be held no less than 30 days after the date of the notice.
- (B) **Meeting and Vote of ACC.** At the meeting, the ACC shall present and discuss the proposed redesignation. Comments of Members will be solicited. If approved by a majority vote of the members of the ACC, a quorum being present at the time of their vote, the ACC shall recommend to the Board of Directors that the property be redesignated. Unless a Notice of Appeal is received by the Secretary of the Board of Directors within thirty (30) days of the date of the meeting, the Board of Directors may by majority vote adopt the recommendation of the ACC, or reject the recommendation, in whole or in part at a meeting of the Board of Directors that is held no less than forty-five (45) days after the meeting and vote of ACC.
- (C) **Appeal.** By a petition signed by at least ten (10%) percent of the total number of eligible votes, the decision of the ACC may be appealed to the Board of Directors. If a Notice of Appeal is timely received, the Board of Directors shall, at its next regularly scheduled meeting or any special meeting, include on the agenda a discussion and vote on the recommendation of the ACC. Approval of the recommendation in whole or in part shall require a two-thirds vote of the Board of Directors.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

**Section 1. Membership.** The following classes of membership in the Association are hereby established subject to the limitations herein set forth:



- (A) **General Membership.** Every person or entity, other than a Developer, who is the record owner of a fee or undivided fee interest in a Lot or Living Unit, shall be a General Member of the Association. General Members shall be entitled to all of the privileges of Membership.
- (B) **Associate Membership.** In order to provide operating revenue to the Association and enhance utilization of the recreational facilities and amenities, the Association may issue up to 1,000 Certificates of Associate Membership. Such Associate Memberships may be sold by the Association and shall not be available to owners of a Lot or Living Unit. Associate Memberships may be owned only by natural persons and are not transferable other than between spouses and shall terminate in the event of the death of both spouses. Fees for Associate Membership will be approved by the Board of Directors on an annual basis and must be maintained annually for the Associate Member to retain all rights and privileges. Associate Memberships issued as of the Effective Date do not have voting rights. All Associate Memberships shall have access to all Association amenities and functions at General Membership prices. The Board of Directors has the right to discontinue Associate Memberships at any time. If Associate Memberships are discontinued, the Associate Members will retain their rights and privileges throughout the calendar year during which their membership dues are paid in full.
- (C) **Guest Cards.** Upon request of a Developer or such other person or entity as may be authorized by the Board of Directors, the Association shall have the authority to issue guest cards to assist in the development and sale of Lots, Living Units and Associate Memberships entitling the holder to the use of the recreational facilities, including but not limited to golf courses, Recreational Center, tennis courts, swimming pools, and dining facilities.
- (D) **Other Classes of Membership.** Other non-voting classes of membership may be established by a two-thirds vote of the Board of Directors should they deem such other classes necessary for additional adjustments to, or equitable distribution of, assessments, fees, access and utilization of Association amenities, and Association management and administrative efficiencies dependent on future requirements.

**Section 2. Voting Rights.** Only General Members and Developer shall have voting rights. General Members shall be entitled to one (1) vote for each Lot, or Living Unit so held. When more than one person and/or entity holds such interest in a single Lot, or Living Unit, the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any single Lot, or Living Unit. A Developer shall be entitled to two (2) votes for each Lot, or Living Unit in which it holds the fee or undivided fee interest. For purposes of determining the votes allowed herein when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

## ARTICLE IV

### RESERVATION OF EASEMENTS AND RELATED RIGHTS

**Section 1. Utility and Drainage Easements.** A Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable blanket easement, privilege and right, but not the obligation, on, in, over and under the lands as hereinafter designated of the Project to install, maintain and use electric, cable television and telephone transmission and distribution systems, poles, wires, cables and conduits, water mains, water lines, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes, or for the installation, maintenance, transmission and use of electricity, cable television systems, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities, on, in, over and under all of the Common Property, Limited Common Property and the Shoreline Strip, and on, in, over and under all of the easements, including, but not limited to, private and public Roads or Streets, in place or shown on any subdivision plat of the Project, whether such easements are for drainage, utilities or other purposes, and on, in, over and under a 7 ½ foot strip along the interior of all Lot lines of each Lot in the Project, said 7 ½ foot strip aforesaid to be parallel to the interior Lot lines of the respective Lots. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and rights referred to herein with the understanding, however, that the Developer will make such Utility Easements available to McCormick County, South Carolina, for the purpose of construction, operation and maintenance of water lines and other water installations and sewer lines and other sewer installations to the extent so constructed, operated and maintained by McCormick County, South Carolina, and, in addition, will also make such Utility Easements available to the Association for any other utilities or installations which a Developer and the Association shall agree upon and for which the Association shall have assumed the responsibility for such utilities or installations to be secured. Such Utility Easements shall be made available to McCormick County, South Carolina, and to the Association without any charge by the Developer there for. Owners of such lands, other than the Developer, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on any plat of the Project, are and shall remain private easements and the sole and exclusive property of a Developer and its successors and assigns. Within these aforesaid easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements.

**Section 2. Easements for Roads or Streets.** A Developer, for itself and its successors and assigns, hereby reserves a perpetual, alienable and releasable blanket easement, privilege and right, but not the obligation, in, upon, over and across the Common Properties, Limited Common Properties and the Shoreline Strip for purposes of constructing and maintaining such Roads or Streets as it shall determine to be necessary or desirable in its sole discretion, including such cuts, grading, leveling, filling, draining, paving, bridges, culverts, ramps and any and all other

actions or installations which it deems necessary or desirable for such Roads or Streets to be sufficient for all purposes of transportation and travel. The width and location of the right of way for such Roads or Streets shall be within the sole discretion of a Developer, its successors and assigns, provided, however, that a Developer, its successors and assigns, will use their best efforts consistent with their purposes to lessen any damage or inconvenience to improvements which have theretofore been located upon the property. A Developer, its successors and assigns, further reserves the unrestricted and sole right and power of designating such Roads or Streets as public or private and of alienating and releasing the privileges, easements and rights reserved herein. A Developer will make such easements available to McCormick County, South Carolina, for the purpose of construction, operation and maintenance of any Roads and Streets dedicated to the public without any charge by a Developer there for.

**Section 3. Onsite Pressure Sewer System Maintenance and Access.** The Association and/or McCormick County, South Carolina, through their designated agents and employees, shall have the right to enter upon any Lot or other Parcel of Land to perform the required inspection, operation and maintenance of the pumped effluent sewer system and shall further have the right, but not the obligation, to perform any and all service, repair, replacement and routine inspections as they shall determine to be necessary or appropriate in connection with the onsite pressure sewer systems and appurtenances thereto, including, but not limited to, necessary replacement of the tanks or pumps or pumping out of the interceptor tanks, and to make a charge to the Owner for the reasonable and necessary costs thereof.

**Section 4. Others.** All other easements and reservations as reflected on or in the notes of the recorded subdivision plats of any Lot or other Parcel of Land within the Project, or hereafter granted of record by the Association in its sole discretion as to the Common Property, shall be binding upon each Owner and his Lot or Living Unit to the same extent as if set forth herein.

**Section 5. Easement of Enjoyment Limited.** Unless expanded by the Association as provided in Section 4(F) of Article V of this Declaration, Members other than a Developer are limited in their easement of enjoyment of the Common Properties to one Household. When more than one Household holds a legal interest in a single Lot, or Living Unit, the Household entitled to the easement of enjoyment shall be designated in accordance with and subject to the provisions and restrictions set forth therefore in the By-Laws of the Association.

## ARTICLE V

### PROPERTY RIGHTS IN COMMON PROPERTIES

**Section 1. Powers and Duties.** The operating entity for the Common Properties within the Project shall be the Association. The Association shall have all powers and duties set forth therefore in the Declaration, its Article of Incorporation and By-Laws, applicable laws, statutes, ordinances and governmental rules and regulation, and all other lawful powers and duties deemed by its Board of Directors as advisable or necessary to carry out its functions. Every Owner, however ownership was acquired, shall be bound by this Declaration, the Association

Articles of Incorporation, By-Laws and Rules and Regulations, and the above set forth laws, statutes, ordinances and governmental rules and regulations.

**Section 2. Interest of the Association.** Unless otherwise provided in a deed, bill of sale or lease, all property acquired by the Association, whether real, personal or mixed, whether owned or leased, shall be held, utilized and disposed of by the Association as Common Property for the use and benefit of the Owners within the Project. Except as otherwise specifically provided in this Declaration, any expense of the Association for acquisition, ownership, leasing, administration, maintenance, operation, repair or replacement of the Common Properties as well as any other property owned by the Association shall be treated as and paid for as part of the Common Expense of the Association. Upon completion of construction, the cost of maintenance, capital improvements, operation, taxes and other expenses incident to the Roads and Streets, regardless of whether dedicated to the public or as Common Properties, may be paid from Assessments as herein provided within the discretion of the Board of Directors of the Association, in order to maintain the quality thereof desired by the Association.

**Section 3. Title to Common Properties.** A Developer shall have the right, but not the obligation, to provide such lands and improvements to the Association as Common Properties as it shall determine from time to time and to cause same to be conveyed or transferred to the Association as and when it shall in its sole discretion decide. A Developer shall be the sole judge as to the time when the aforesaid improvements, if any, shall be constructed or provided and as to when, if ever, such lands will be so conveyed. A Developer shall, within a reasonable time after the completion of construction of any improvements which a Developer intends to locate thereon, cause any such lands which it designates as Common Properties to be conveyed to the Association free from any encumbrances or liens. The Association shall further have the right to lease such other lands or improvements to be used as Common Properties, including, but not limited to, certain lands within the Shoreline Strip pursuant to and as set forth in that certain Lease Agreement between the Association and the Secretary of the Army to be used in connection with the eighteen (18) hole championship golf courses. The Association may acquire additional lands and improvements as Common Properties at its own instance, from a Developer or otherwise.

**Section 4. Members Easement of Enjoyment.** Every Member of the Association so long as such Membership shall continue, shall have a right and easement of enjoyment in and to the Common Properties. Such easements of enjoyment shall, however, be subject to the provisions and limitations thereon as set forth in this Declaration or any Supplemental Declaration, including, but not limited to, the following:

- (A) The right of the Association in accordance with its Articles and By-laws, to borrow money for the purpose of construction, maintaining and improving the Common Properties and in aid thereof to mortgage said property or use any leasehold interest therein as security therefore, provided the rights of such mortgage in said properties shall be subordinate to the rights of the Owners hereunder until there shall be default under said mortgage; and

- (B) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and
- (C) The right of the Association to suspend the enjoyment rights of any Member other than a Developer as provided in this Declaration; and
- (D) The right of the Association to charge reasonable admission and other fees for the use, service and enjoyment of any recreational facility or other improvements situated upon the Common properties; and
- (E) The right of the Association to make the golf courses and other recreational facilities available by lease, or otherwise, subject to sub-paragraph (F) hereof, to another association, which shall be a nonprofit corporation, with the right of the other association to charge dues to Members and to permit persons who are not Members to become members of the other association for a membership payment and also for payment of dues, and with the understanding the other association shall have the right to make rules and regulations which shall be enforceable as to Members; and
- (F) The right of a Developer, or such other person or entity approved in writing by the Board of Directors, that owns any Lot, or Living Unit that is being held for sale in the ordinary course of business, to use such portions of the Common Properties as a Developer or such other person or entity shall determine in its sole discretion for the purpose of aiding in such sales, including the right to freely determine its sales tour route through the Project, even though traffic is increased in a specific area thereby, and to use portions of the Common Properties for parking for prospective purchasers and such other parties as a Developer or such other person or entity determines. Notwithstanding any provisions of this Declaration to the contrary, a Developer or such other person or entity shall further have the right to use any Living Unit owned by it for Model Home purposes in the furtherance of its sales program. The foregoing rights shall include the right to display and erect signs, billboards and placards and to store, keep and exhibit same and to exhibit and distribute audio and visual promotional materials upon the Common Properties or in Model Homes; and
- (G) The right of the Association to dedicate or transfer all or any part of the Common Properties. No such dedication or transfer shall be effective unless approved by a majority vote of the Membership at a meeting or by ballot in lieu of a meeting. Notice of the meeting shall be given to every Member not less than thirty (30) days nor more than sixty (60) days in advance thereof. Ballots in lieu of a meeting shall be due no later than thirty (30) days from the date of the notice.

**Section 5. Guests and Delegation of Easement of Enjoyment.** The Association shall, upon the request of an Owner, other than a Developer or a person or entity authorized by the Board of Directors, issue temporary guest cards for the use of the Common Properties of the Association by guests and invitees of such Owners, provided, however, such guest cards shall be limited to periods not in excess of thirty (30) days and shall be subject to such other reasonable limitations

and rules and regulations as provided therefore by the Association. Notwithstanding anything herein to the contrary, the easement of enjoyment of an Owner of a Commercial Lot or a Living Unit may be transferred to a tenant or lessee who shall occupy such Commercial Lot or Living Unit of such Owner under a written lease agreement for a term of not less than six (6) months, provided (1) that a copy of such lease agreement is provided to the Association, (2) the Owner shall remain jointly and severally liable with the lessee for any breach of the duties and responsibilities of an Owner under this Declaration, (3) during the period of such lease delegation, the lessee shall have such easement of enjoyment in lieu of the Owner, and (4) such delegation shall be otherwise subject to such reasonable rules and regulations as the Board of Directors of the Association shall from time to time determine.

**Section 6. Access to Private Streets.** Each Owner shall have a right of ingress and egress and passage over all private Roads or Streets which are Common Properties for himself, members of his Household, and his guests and invitees, subject to such limitations (except such limitations shall not apply to a Developer) as the Association may impose from time to time as to guests and invitees. Such right in the private Roads and Streets shall be appurtenant to and shall pass with the title to every Lot, and Living Unit and as a right granted to Associate Membership. All private Roads or Streets shall further be subject to a right-of-way for the agents, employees and officers of McCormick County (and other counties when applicable), the State of South Carolina, the United States of America and any other governmental or quasigovernmental agency having jurisdiction in Savannah Lakes Village to permit the performance of their duties, including, but not limited to, school buses, mail vehicles, emergency vehicles and law enforcement vehicles.

## ARTICLE VI

### PROPERTY RIGHTS IN LIMITED COMMON PROPERTIES

**Section 1. Owners' Easement of Enjoyment.** Lands designated as Limited Common Properties from time to time by Developer shall be devoted to the common use and enjoyment of the Owners of specifically designated Lots and Limited Living Units to the exclusion of the common use and enjoyment of other Owners. The Owners of the specifically designated Lots or Living Units, subject to Article IV hereof, shall have a right and easement of enjoyment in and to the particular Limited Common Properties and such easement shall be appurtenant to and shall pass with every such specifically designated Lot or Living Unit.

**Section 2. Title to Limited Common Properties.** A Developer may retain the legal title to the Limited Common Properties until the Owners of Lots and Living Units entitled to the easement of enjoyment as to the particular Limited Common Properties shall have constructed the permanent improvements thereon and provided for maintenance of same. At such time, a Developer shall convey the title to the particular Limited Common Properties to such entity as the Owners shall direct. In the event of a failure of the Owners to perform or so direct the

conveyance of the title as to the particular Limited Common Properties, then a Developer shall convey to the Association.

## ARTICLE VII

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of Lien.** A Developer, subject to the provisions hereinafter set forth, for each Lot and Living Unit owned by it within the Project, hereby covenants and each Owner of a Lot or Living Unit, by acceptance of a deed, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments, (2) Special Assessments and (3) Specific Property Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The above Assessments, together with such interest thereon and costs of collection thereof, including reasonable attorney fees actually incurred, as hereinafter provided, shall be a continuing charge and lien upon the Lot and Living Unit against which each such Assessment is made. Each such Assessment, together with such interest, costs and reasonable attorney fees shall also be the personal obligation of the Owners of such property at the time when the Assessment fell due. Each Owner and his, her or its grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of conveyance.

**Section 2. Purpose of Annual Assessments.** The Annual Assessments levied hereunder by the Association, shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and in particular for the construction, leasing, improvement and maintenance of properties and facilities devoted to this purpose, and services related to the use and enjoyment of the Common Properties and other property owned by the Association and the improvements situated thereupon, including, but not limited to, taxes and insurance, maintenance, repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The limitation aforesaid shall not preclude the use of Assessments levied hereunder for maintenance of Roads or Streets within the Project, even though same may have been dedicated to the public, or for the provision of utilities and other services or benefits to the Project.

**Section 3. Basis and Maximum Annual Assessment.** Until December 31, 2015, the maximum Annual Assessment shall be \$1,158.57 per Lot, or Living Unit, provided, however, such Annual Assessment as to Commercial Lots shall be one such assessment for each business establishment located thereon which may be determined by the existence of separate water meters therefore or any other reasonable basis within the discretion of the Board of Directors of the Association. From and after January 1 of the year immediately following the date of this Declaration, the Annual Assessment aforesaid may be increased each year above the Annual Assessment for the previous year by a two-thirds vote of the Board of Directors of the Association, provided, however, that such increase shall not in any one year exceed the greater of five (5%) percent or the increase in the Consumer Price Index for the twelve (12) month period ending June 30 of the preceding year using the "All Urban Consumer, U.S. City Average" for "General Summary, All Items" as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor or, if

such is not available, any other reliable governmental or other nonpartisan publication evaluating similar information. Unless the Annual Assessments shall be increased as aforesaid, they shall remain at the rate prevailing for the previous year. From and after January 1 of the year immediately following the date of this Declaration, the Annual Assessment may be changed prospectively from the amounts and limits hereinabove set forth in any year, without limitation on the amount of such change, by a majority vote of the Members voting in person, by proxy, or by Electronic Record at a meeting duly called for this purpose. The Board of Directors of the Association may at any time after consideration of current income and expense and the future income requirements of the Association, fix the Annual Assessment at an amount less than the amounts aforesaid.

**Section 4. Property Transfer Fee Upon Transfer of Lots or Living Units.** In addition to all other assessments and charges provided for herein, upon any conveyance or transfer of a Lot or Living Unit the purchaser or grantee thereof shall be assessed and be subject to a non-refundable, non-prorated property transfer fee ("Property Transfer Fee").

- (A) **Amount of Fees.** As of the Effective Date, the Property Transfer Fee shall be \$250.00. The Property Transfer Fee shall not constitute an advance payment of the annual assessment.
- (B) **Adjustment to Fees.** The Board of Directors may adjust the Property Transfer Fee from time to time by a two-thirds (2/3) vote of the Board to reflect the impact of inflationary increases. Such adjustments shall be limited to three (3) year intervals and shall not exceed the cumulative inflation increase reported in the Consumer Price Index for the most recent three-year period using the "All Urban Consumer, U.S. City Average" for "General Summary, All Items" as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor or, if such is not available, any other reliable governmental or other nonpartisan publication evaluating similar information. Unless the Annual Assessments shall be increased as aforesaid, they shall remain at the rate prevailing for the previous year.
- (C) **Excluded Transactions.** Notwithstanding the above, no Property Transfer Fee shall be levied upon transfer of title to a Lot or Living Unit:
  - i. Effected pursuant to a court order; or
  - ii. Which, without additional consideration, confirms, corrects, modifies, or supplements a transfer of title previously made; or
  - iii. Made as a gift without consideration, if at the time of transfer the transfer shall have been to the spouse, lineal descendant, or lineal ancestor of the grantor, by blood or adoption; or
  - iv. To the trustee(s) of a trust in exchange for a beneficial interest received by the grantor in such trust as the beneficiary or beneficiaries of the trust; or



- v. By operation of law without actual consideration, including, but not limited to, a transfer occurring by virtue of the death or bankruptcy of the Owner of the Lot or an interest therein; or
- vi. To any charitable organization or any religious organization, provided that the Lot or Living Unit so transferred is held by the charitable or religious organization solely for its public, charitable or religious purposes. For purposes hereof, a "charitable organization" shall be limited to a charitable organization as defined in Section 35-55-20, South Carolina Code Annotated (1976, as may be amended); or
- vii. By or to the Association; or
- viii. To or from a family partnership or family trust, provided no consideration is paid for the transfer.

Any party claiming to be exempt from payment of the Property Transfer Fee shall submit to the Association a copy of the deed or other affidavit signed under oath and penalty of perjury attesting the basis upon which the transfer is claimed to be exempt from the herein described Property Transfer Fee, in whole or in part. Such party shall provide the Association any additional information relating thereto as it may request.

The Property Transfer Fee shall constitute a Specific Property Assessment against such Lot or Living Unit, a continuing lien against such Lot or Living Unit, and a personal obligation of the Owner of such Lot or Living Unit.

**Section 5. Special Assessments.** In addition to the above specified Assessments, the Association, may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Roads or Streets within the Project, even though such Roads or Streets may have been dedicated to the public, and also any desired repair, replacement or improvement of facilities of the Association, and/or the construction of any capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes cast by the Members. Votes may be cast in person or by proxy at a special meeting called for that purpose, as well as electronic vote prior to the call to order of the special meeting. Alternatively, the vote may be held by ballot in lieu of a meeting as provided in the Bylaws.

**Section 6. Specific Property Assessment.** In addition to all other assessments, the Board of Directors shall have the authority to impose a Specific Property Assessment against an Owner for any Common Expense occasioned by the conduct of the Owner, Occupant, Household member, guest or tenant.

**Section 7. Notice and Quorum for Any Action of Members Authorized Under Sections 3 and 5, if required.** Notice of the Membership Meeting called for the purpose of taking any action authorized under Sections 3 and 5 shall be sent to all Members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the

presence of Members, and proxies, entitled to cast a majority of all eligible votes shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting. In the event the vote is conducted by ballot in lieu of a meeting, the notice shall establish the date by which ballots are returned that is no more than sixty (60) days from the date of the notice. Ballots representing a majority of all eligible votes shall constitute a quorum. If the required number of ballots are not returned to meet the required quorum, another ballot may be sent, subject to the same notice requirement and the number of ballots that must be returned shall be one-half (1/2) of the required quorum at the preceding meeting.

**Section 8. Date of Commencement of Assessments and Application thereof to Lots, Living Units and Associate Memberships.** Assessments shall be paid in such manner and on such dates as the Board of Directors may establish. Unless otherwise provided by the Board of Directors, Annual Assessments shall be due and payable on the first day of the fiscal year, Special Assessments shall be due and payable as provided in the notice, and Specific Property Assessments shall be due and payable within thirty (30) days of being imposed.

**Section 9. Delinquent Assessments.** All assessments and charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. In addition to the powers set forth below for collection of unpaid assessments and charges, the Association shall be entitled to exercise all other rights and remedies provided by law and in equity to satisfy an Owner's debt.

If any assessment or charge, or any part or installment thereof, is not paid in full within 10 days of the due date, or such later date as may be provided by the Board of Directors:

- (A) A late charge equal to the greater of \$10.00 or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Owner.
- (B) Interest at the rate of ten (10%) percent per annum or such higher rate as may be authorized by law, shall accrue from the due date.
- (C) The Board may accelerate and declare immediately due any unpaid installments of that Owner's assessments and charges. Upon acceleration, the Owner shall lose the privilege of paying such assessments and charges in installments, unless the Board otherwise reinstates such privilege in writing.
- (D) The Association may bring legal action to collect all sums owed under the Declaration and South Carolina law.

If assessments or other charges, or any part thereof, remain unpaid more than thirty (30) days after the due date, the Owner's right to vote and use the Common Property are suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing; provided, however, the Board may not deny ingress or egress to or from a Lot or Living Unit.

**Section 10. Subordination of the Lien to Mortgages.** The lien for the Assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon the properties subject to Assessment. While an ordinary sale or transfer shall not affect the Assessment lien, any sale or transfer which is subject to any first mortgage or deed of trust pursuant to a decree of foreclosure or proceeding in lieu of foreclosure shall extinguish the lien of such Assessments which became due prior to such sale or transfer. No such sale or transfer shall relieve such property from liability for any Assessments thereafter becoming due or from the subsequent lien thereof except with respect to any future such decree of foreclosure or proceeding in lieu of foreclosure.

**Section 11. Statement of Account.** Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot or Living Unit, or a lender considering a loan to be secured by a Lot or Living Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments and charges due and unpaid, including but not limited to any late charges, interest, fines, attorneys' fees or other charges against such Lot or Living Unit. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a reasonable fee, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot or Living Unit as of the date specified therein, if such statement is reasonably relied upon in connection with the issuance of any Mortgage on such Lot or Living Unit.

**Section 12. Surplus Funds and Common Profits.** Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (1) credited to the next assessment chargeable to the Owners; or (2) added to the Association's Reserve Fund.

**Section 13. Exempt Property.** The following property subject to the Declaration shall be exempt from the Assessments created herein: (1) the Common Properties; (2) the Limited Common Properties; (3) utilities; (4) Utility Easements and all other easements; (5) any Lot or Living Unit owned by a Developer prior to the initial sale by a Developer; and (6) such other Lots or Living Units as determined by the Board of Directors in order to encourage development of the Property.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

**Section 1. Approval.** Except as to original construction by a Developer, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Project or the Shoreline Strip, nor shall any exterior addition, change or alteration be made thereto, until and unless the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design,

location in relation to surrounding structures and topography, and compliance with this Declaration and the Protective Covenants contained herein by the Architectural Control Committee of the Association.

**Section 2. Architectural Control Committee.** Such Committee shall be composed of three (3) or more representatives appointed by the Board of Directors of the Association. The Committee shall make such determinations by majority vote. Subject to the approval of the Board of Directors, the ACC may establish procedures, forms, conditions and requirements for the submission of applications for new construction by persons or entities other than a Developer as well as for modifications to the exterior appearance of a Lot or Living Unit. Subject to the approval of the Board of Directors, the ACC may establish, amend and publish written Property-Wide Standards for new construction, as well as, modifications that affect the exterior appearance of Living Units. Copies may be obtained at the office. These standards may vary for different parts of the Property, based on street visibility and location of the proposed modification. Any standards established by the Board hereunder may be amended or vetoed by a majority of the total Association vote. No ACC decision or interpretation regarding such standards shall constitute a binding precedent with respect to subsequent ACC decisions or interpretations.

**Section 3. Plans.** Such applications shall be in writing and submitted to the ACC. If the application requests any variance from provisions of this Declaration or published Property-Wide Standards related to the exterior appearance of the Living Unit or Lot, the Owner must expressly identify such variance in the application. No approval issued hereunder shall authorize such variance unless that variance is expressly identified in the application and specifically approved in writing by the ACC. In the event said Committee fails to approve or disapprove such design and location within forty-five (45) days after receipt of a completed application and all plans and specifications have been properly submitted to it, approval will not be required and this provision will be deemed to have been fully complied with, except to the extent such construction is in violation of this Declaration, the Memorandum of Agreement, or the General Permit. All modifications to a Living Unit must be commenced within six months from the date of approval, or such approval shall be deemed revoked, unless the ACC gives a written extension for commencing the work. The Architectural Control Committee shall have the right to set reasonable charges and fees within their discretion necessary to offset expenses incurred by them in connection with the performance of their duties hereunder and the failure to pay same shall be grounds for withholding approval hereunder. The Architectural Control Committee, through its members or duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot, Living Unit or the Shoreline Strip area at reasonable hours for the purpose of the performance of its functions hereunder.

**Section 4. No Liability.** The Association, Board of Directors, ACC, and members thereof, are not responsible for ensuring, and shall not be held liable for any injury, damage or loss arising out of: (1) the quality, structural integrity or soundness of any construction; or (2) any compliance with building codes, zoning regulations or other governmental requirements.

**Section 5. Use Restrictions.**

- (A) **Signs.** All signage shall be in accordance with the latest edition of the published Rules, Regulations, and Guidelines of the ACC as approved by the ACC and the Board of Directors.

The erection of signs in areas zoned Commercial upon any recorded subdivision plat shall require a permit of the ACC and no such sign shall be erected without the prior approval of the ACC and the Board of Directors.

- (B) **Businesses Prohibited in Residential Areas.** The practice of any profession or the carrying on of any business is prohibited within any area zoned as residential except for the business of a Developer in the furtherance of its sales program and any home occupation which does not create any extraordinary traffic within the subdivision.
- (C) **Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved in the Declaration and will be reserved in any Supplemental Declaration and also will be reserved as indicated upon any recorded subdivision plat of the Project. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Association, a public authority or a utility company is responsible.
- (D) **Nuisances.** No obnoxious or offensive activity shall be carried on upon any Lot or Parcel of Land of the Project.
- (E) **Animals and Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Parcel of Land of the Project except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
- (F) **Garbage and Refuse Disposal.** No Lot or Parcel of Land of the Project shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary container and disposition of same shall be prompt.
- (G) **Salvage Yards, etc.** No automobile wrecking, junk, or salvage yards are permitted on any Lot or on any other Parcel of Land within the Project.

## ARTICLE IX

### MAINTENANCE

**Section 1. Owner's Responsibility.** Each Owner shall maintain and keep his or her Living Unit in good repair, condition and order. This maintenance obligation shall include, but not be limited to, roofs, gutters, downspouts, exterior building surfaces, foundations and foundation walls, windows, doors, trees, shrubs, grass, walks, walls and other improvements on the Owner's Lot. In addition, each Owner shall maintain any public right-of-way located between the Owner's Lot and the curb of the street(s) bordering such Lot. Such maintenance shall be performed consistent with this Declaration and Property-Wide Standards established pursuant hereto. Each Owner shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Owners.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Property by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Property) must be approved by the Association and shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

**Section 2. Association's Responsibility.** The Association shall maintain, keep in good repair, replace and, in the Board of Directors' discretion, improve or alter the Common Property. This maintenance obligation shall include amenities, paved access and parking areas, greenbelts, trees, shrubs, grass, walks, walls and other improvements located on the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

The Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Community and other property not owned by the Association, if the Board of Directors in its sole discretion determines that such maintenance would benefit the Community. At any point thereafter, the Board can cease to maintain such property and such maintenance obligation will revert back to the party originally responsible therefore.

The foregoing maintenance shall be performed consistent with Property-Wide Standards.

If, during the course of performing its maintenance responsibilities hereunder, the Board discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, the Association may perform such work on behalf of the Owner and at the Owner's sole expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

If the Board of Directors determines that the need for maintenance or repair on the Common Property is caused through the willful or negligent act of any Owner or Occupant or his or her

family, guests, tenants, or invitees, then the Association may charge the cost of any such maintenance, repair, or replacement as a Specific Property Assessment against the Owner's Lot and the Owner thereof.

The Association shall not be liable to any Owner or Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

**Section 3. Failure to Maintain.** If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her maintenance, repair or replacement obligations pursuant to this Paragraph, then the Association shall give the Owner written notice of: (1) the Owner's failure or refusal; (2) the Association's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense; and (3) the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists or a violation is re-occurring for which notice previously has been issued hereunder, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion in such time to commence replacement or repair within 10 days. If the Board determines that an emergency exists, a violation is re-occurring for which notice has been previously issued hereunder or an Owner has not complied with the demand given by the Association hereunder, the Association may provide any such maintenance, repair or replacement, the costs of which shall be Specific Property Assessment against the Owner and the Lot.

**Section 4. Maintenance Standards and Interpretation.** The Board of Directors may establish, interpret and enforce Property-Wide Standards. These standards may vary over time; however, the variances shall not constitute a waiver by the Board of the right to establish and enforce maintenance standards under this Paragraph. No Board decision or interpretation regarding maintenance standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

## ARTICLE X

### AUTHORITY AND ENFORCEMENT

**Section 1. Compliance with Association Legal Documents.** All Owners, Occupants and their guests shall comply with the Association Legal Documents. The Association, and in an appropriate case, one or more aggrieved Owners, may take action to enforce the terms of the Association Legal Documents directly against all Violators.

Nothing herein shall be construed to affect the rights of an aggrieved Owner to proceed independently for relief from interference with his or her personal or property rights against a Person violating the Association Legal Documents. The Board of Directors may, in its discretion, require the aggrieved Owner to pursue independently all available remedies under South Carolina law against the Violator before the Association intervenes and commences enforcement action against such Violator.

**Section 2. Types of Enforcement Actions.** In the event of a violation of the Association Legal Documents, the Association shall have the power to take any or all of the following actions separately or simultaneously; provided, however, all suspensions and fines shall comply with the procedures described below and nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot or Living Unit:

- (A) Suspend all Violators' rights to use the Common Property.
- (B) Suspend the voting rights of an Owner.
- (C) Impose reasonable fines against all Violators, which shall constitute a lien on the violating Owner's Lot.
- (D) Use self-help to remedy the violation.
- (E) Bring an action for permanent injunction, temporary injunction and/or specific performance to compel the Violator to cease and/or correct the violation.
- (F) Record in the McCormick County land records a notice of violation identifying any uncured violation of the Association Legal Documents regarding the Lot.

**Section 3. Suspension and Fining Procedure.** Except as provided below, before imposing fines or suspending right to use the Common Property or the right to vote, the Association shall give a written violation notice to the Violator as provided below.

- (A) Violation Notice. The written violation notice to the Violator shall:
  - (i) Identify the violation, suspension(s) and/or fine(s) being imposed; and
  - (ii) Advise the Violator of the right to request a violation hearing before the Board of Directors to contest the violation or request reconsideration of suspension(s) or the fine(s).



- (B) Fine Commencement. Notwithstanding the Violator's right to request a violation hearing, suspension(s) and/or fine(s) shall commence on the date of the written violation notice, unless a later date is specified in such notice.
- (C) Violation Hearing. If the Violator submits a written request for a violation hearing within 10 days of the date of the violation notice described above, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a Violator fails to timely request a violation hearing, such Violator loses the right to contest the violation and request reconsideration of the suspension(s) and/or the fine(s). If a Violator timely requests a violation hearing, the Violator shall have a reasonable opportunity to address the Board regarding the violation. The minutes of the violation hearing shall contain a written statement of the results of such hearing.
- (D) No Violation Notice and Hearing Required. No violation notice or violation hearing shall be required to:
  - (i) Impose late charges on delinquent assessments;
  - (ii) Suspend a violating Owner's voting rights if the Violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violating Owner's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such rights in writing;
  - (iii) Suspend a Violator's right to use the Common Property if the Violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the Violator's right to use the Common Property shall be automatic;
  - (iv) Engage in self-help in an emergency;
  - (v) Impose fines for each day of a continuing violation, in which case, each day the violation continues or occurs again constitutes a separate violation and fine(s) may be imposed on a per diem basis without any further notice to the Violator; or
  - (vi) Impose fines if the same violation occurs again on the same Lot, in which case fine(s) may be imposed on a per diem basis without any further notice to the Violator.

**Section 4. Injunctions and Other Suits at Law or in Equity.** All Owners agree and acknowledge that there may not be adequate remedies at law to enforce the Association Legal Documents. Therefore, in addition to all other enforcement rights granted herein, the Association is hereby entitled to bring an action for permanent injunction, temporary injunction and/or specific performance to compel a Violator to cease and desist and/or correct any violation.

**Section 5. Costs and Attorney's Fees for Enforcement.** Actions. In any action taken by the Association to enforce the Association Legal Documents, the Association shall be entitled to recover from the Violator, any and all costs incurred by the Association, including but not

limited to attorneys' fees actually incurred, all of which shall constitute a lien against the violating Owner's Lot.

**Section 6. Failure to Enforce.** The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each Violator except that the Board shall not be arbitrary or capricious in taking enforcement action. The failure of the Board to enforce any provision of the Association Legal Documents shall not be deemed a waiver of the right of the Board to do so thereafter. No right of action shall exist against the Association for failure to enforce if the Board of Directors determines any of:

- (A) The Association's position is not strong enough to justify taking enforcement action;
- (B) A particular violation is not of such a material nature as to be objectionable to a reasonable person;
- (C) A particular violation is not of such a material nature to justify the expense and resources to pursue or continue to pursue enforcement action;
- (D) The aggrieved Owner or Occupant asserting a failure of enforcement has not independently pursued all available individual remedies under South Carolina law.

## ARTICLE XI

### J. STROM THURMOND RESERVOIR WATER USE FACILITIES PERMITS

**Section 1. Ownership and Use of Shoreline Strip.** Ownership of the Shoreline Strip remains in the United States Army Corps of Engineers, the operating entity of J. Strom Thurmond Reservoir, which attempts to administer the area in such manner as to effect a reasonable balance between the right of the general public to use the J. Strom Thurmond Reservoir and its shore lands and the right of use and peaceful enjoyment by the owners of abutting lands. The Developer and the United States Army Corps of Engineers have heretofore entered into the Memorandum of Agreement to cooperate in the establishment of certain operating guidelines for the management of the Shoreline Strip in order to provide access to J. Strom Thurmond Reservoir by Owners in the Project and to provide permits for the construction of water use facilities to the Association, consistent with the rights of use by the general public. SVA has also executed the General Permit to the Association, pursuant to the jurisdiction of the State of South Carolina with regard to work in the navigable waters of the State of South Carolina, under which the Association is authorized to construct, operate and maintain certain water use facilities and activities within the waters of J. Strom Thurmond Reservoir. All usages of the Shoreline Strip shall be subject to such memorandum of Agreement and General Permit. The Developer will convey as Common Property to the Association, a buffer strip of the Project adjacent to the

Shoreline Strip that will restrict legal access thereto except as granted by the Association in accordance with its rules, regulations and policies.

**Section 2. Designation of Users of Association Water Use Facilities Permits.** Pursuant to the provisions of the Memorandum of Agreement and the General Permit, it is contemplated that the Association will receive permits sufficient to allow construction of community boat docks containing two (2) to ten (10) boat slips each sufficient to allow one slip for each home constructed on a Lot designated by the Developer as "lakefront" and certain additional permits for the construction of community boat docks containing eleven (11) to fifty (50) slips each for use by "non-lakefront" homeowners. It is further contemplated that the Association shall receive permits to allow the construction of one (1) improved walkway to each boat dock, a meandering walking/jogging pathway and nature trail along the Shoreline Strip which may be constructed to connect all such community boat dock walkways, and certain other permits for under brushing and other water use facilities and activities. As development of the Project proceeds, the United States Army Corps of Engineers and the Developer will jointly inspect and evaluate the Shoreline Strip to identify mutually acceptable specific locations for such community docks and to determine the number of slips and configurations allowable for each such dock, which sites will be indicated upon the record plat of adjacent lands within the Project by the Developer. Such plats will further designate the "lakefront" lots and assign the specific dock to which the Association will designate use thereby. All such designations, as well as any designations made by the Association with regard to "non-lakefront" homeowners shall, however, be subject to the rules, regulations and policies established by the Association from time to time with regard to the utilization by members of the Association of any such water use facility permits held by the Association.

**Section 3. Administration and Enforcement.** The United States Army Corps of Engineers and SVA retain certain rights with regard to the administration and enforcement of activities upon the Shoreline Strip, specifically including, but not limited to, the requirement of certain permits from other agencies for usage of the Shoreline Strip. Additionally, the Architectural Control Committee has the right to administer the issuance of site specific building permits under the provisions of this Declaration, the Memorandum of Agreement, the General Permit, and the rules, regulations and policies of the Association for the construction, operation and maintenance of water use facilities within the Shoreline Strip.

**Section 4. Association Jurisdiction.** The rights, duties and obligations of the Association as set forth in the Memorandum of Agreement and the General Permit are hereby subjected to the provisions of this Declaration, whether or not therein expressed. The Association and its Architectural Control Committee shall have all rights, duties and obligations with respect to such Shoreline Strip, the Memorandum of Agreement and the General Permit as it has with respect to any other lands of the Project as set forth in this Declaration and shall have the right to proceed against any Owner in violation thereof in the same manner.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

**Section 1. Duration and Ability to Terminate.** This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-six (26) years from the date this Declaration becomes effective and shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial 26 year period or during the last year of any subsequent ten (10) year renewal period, the Owners having two-thirds (2/3) of the total number of eligible votes in the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any vote at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least 30 days in advance of said vote. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date vote on which such resolution was adopted, the date that notice of such vote was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum, the number of votes necessary to adopt a resolution terminating the Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in Official Real Estate Records for McCormick County, South Carolina and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration,

**Section 2. Invalidity.** If any of the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation or By Laws of the Association or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of such instruments and the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

**Section 3. Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, or by appropriate Electronic Record to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such notification.

**Section 4. Genders and Plurals.** Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include the plural, and use of the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project.

**Section 5. Captions.** The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text.

**Section 6. Assignment, Transfer or Conveyance by Developer.** The Developer reserves and shall have the right to assign, transfer or convey any reservations, rights or obligations of the Developer hereunder, and upon such assignment, transfer or conveyance the Developer shall immediately be released and discharged as to any and all liability incident to such reservations, right or obligation.

**Section 7. Applicability.** All provisions set forth herein shall extend to and be binding on the respective legal representatives, heirs, successors and assigns of all parties mentioned herein where consistent with the context hereof.

**Section 8. Amendment Procedure.** This Declaration may be amended at any time as follows: All proposed amendments shall be submitted to a vote of the Members by written ballot in lieu of a meeting in accordance with Article VI of the By-Laws and Section 3 of this Article, and any such proposed amendment shall be deemed approved if more than fifty (50%) percent of the total number of eligible votes in the Association vote in favor of such proposed amendment. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the certification of the voting results), the date ballots were distributed and the deadline for their receipt, the number of responses needed to meet the quorum requirements, the percentage of votes needed for approval, and the number of votes cast for and against the amendment. Such Amendment shall be recorded in the Official Real Estate Records of McCormick County, South Carolina.

IN WITNESS WHEREOF, the undersigned officers of Savannah Lakes Village Property Owners Association, Inc. hereby certify that the above amendments to the Declaration that shall become effective February 14, 2016 were approved by more than 50% of the total number of qualified votes in the Association by electronic and written vote during the voting period of October 12, 2015 through December 14, 2015. As required in this Declaration, 670 votes were needed to meet the quorum requirements (25% of the eligible vote as of August 28, 2015, the record date), and the amendment was approved with 1419 votes "For" and 51 votes "Against".

This 1<sup>st</sup> day of February, 2016.

SAVANNAH LAKES VILLAGE  
PROPERTY OWNERS ASSOCIATION,  
INC.

By: Ray Tarnosky  
President  
[Signature]  
Attest: Secretary

Signed, sealed, and delivered this  
1<sup>st</sup> day of February, 2016.

Susan Campbell  
Witness

[Signature]  
Notary Public  
My Commission Expires: June 13, 2017

[NOTARY SEAL]

## **EXHIBIT 1**

### **Existing Property**

As of the date of this Amended and Restated Declaration of Covenants and Restrictions the existing real property subject to this Declaration located and situated in the County of McCormick, State of South Carolina, being more particularly recorded in the Office of the Clerk of Court, is to wit:

In Southwind Subdivision:

Public Safety Building Site, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 112 page 126 and page 127; and

Block 1, Southwind Cove, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 9 page 213 and page 273; and

Blocks 1-5, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29, page 37 and page 40; and

Block 6, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 6-10, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29, page 37 and page 40; and

Blocks 11-13, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29, page 37 and page 40; and

Blocks 14-16, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29, page 37 and page 40; and

Blocks 15, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 17-21, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29, page 37 and page 40; and

Blocks 22-25, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29, page 37 and page 40; and

Blocks 27-32, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 94 page 159; and

Block 26, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 94 page 154; and

Block 28, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 29, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 33-38, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 94 page 153; and

Block 33 (Lot 30), Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 244 page 30; and

Block 39, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 39 (Lot 4), Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 244 page 30; and

Blocks 39-40, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 94 page 156; and

Block 40 (Lot 2-6), Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 244 page 30; and

Blocks 41-45, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 97 page 62; and

Blocks 46-47, Southwind Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 114 page 281; and

#### In Tara Subdivision:

Country Club Drive, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 97 page 248; and



From Tara Sub. To Tara Golf Club Site, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 114 page 15; and

Public Works Maintenance Area, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 116 page 130; and

Tara Golf Club Site, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 97 page 31; and

Special Warranty Deed, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 102 page 108; and

Golf Course Maintenance Building Site, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 97 page 46; and

Special Warranty Deed, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 102 page 109; and

Block 1, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 98 page 166 and in Deed Book 101 page 148 and in Deed Book 112 page 123; and

Block 1 (Lots 9 and 10), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 210 page 90; and

Block 1 (Lots 5 and 6), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 211 page 140; and

Block 1 (Lots 7 and 8), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 108 page 176 and in Deed Book 210 page 90; and

Block 1 (Lots 15 and 16), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 108 page 176; and

Block 1 (Lots 11), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 147 page 49 and in Deed Book 210 page 90; and

Block 1 (Lots 12), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 147 page 49; and

Block 1 (Lot 13), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 193 page 19 and in Deed Book 210 page 90; and

Block 1 (Lot 14), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 209 page 106 and in Deed Book 210 page 90; and

Block 1 (Lots 1-4), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 123 page 254; and

Block 1 (Lots 5 and 6), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29; and

Block 1 (Lots 5 and 6), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 111 page 195; and

Block 1 (Lots 7 and 8), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 114 page 14; and

Block 1 (Lots 9 and 10), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 116 page 98; and

Block 1 (Lots 13 and 14), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 112 page 230; and

Blocks 1-7, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and page 131; and

Block 2, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 103 page 218; and

Block 2 (Lots 1, 2, 4-7), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 210 page 90; and

Block 5, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 7 (Lots 6 and 18), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 8-13, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and page 131; and

Block 10, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 14-20, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and page 131; and

Block 15, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 21-47, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and page 131; and

Block 41, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 48-51, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 94 page 155; and

Block 49, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 51, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 52-58, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 94 page 157; and

Blocks 59-62, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 94 page 158; and

Block 60 (Lots 4, 5, 8), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 61 (Lots 13, 14, 19), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 62, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 63-64, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 115 page 8; and

Block 65, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 114 page 242 and in Deed Book 116 page 62; and

Blocks 66-67, Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 115 page 9; and

In Magnolia Subdivision:

Activity Center Site, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 113 page 126; and

Special Warranty Deed - AC Site, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 121 page 223; and

Blocks 1-4, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 102 page 165; and

Blocks 5-8, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 102 page 162; and

Blocks 9-13, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 107 page 59; and

Blocks 14-16, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 106 page 218; and

Blocks 17-22, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 106 page 219; and

Blocks 23-29, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 107 page 54; and

Blocks 30-31, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 111 page 128; and

Block 32, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 114 page 282; and

Blocks 33-35, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 125 page 119-B and in Deed Book 127 page 189; and

Block 34, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 36-37, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 129 page 65; and

Block 38, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 129 page 64; and

Blocks 39-40, Magnolia Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 146 page 46; and

#### In Shenandoah Subdivision:

Block 1, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 1-3, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 97 page 58; and

Blocks 4-5, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29; and

Blocks 4-6, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 97 page 59; and

Blocks 7-12, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 97 page 60; and

Block 11, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 13 and 14, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 97 page 61; and

Blocks 15-22, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 102 page 163; and

Block 16, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 23-25, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 102 page 164; and

Block 26, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 107 page 55; and

Blocks 27-29, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 107 page 56; and

Blocks 30-36, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 107 page 57; and

Blocks 37-42, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 107 page 58; and

Block 37, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 38 (Lot 2), Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 244 page 30; and

Block 39, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 41, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 43-53, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 107 page 62; and

Blocks 54-58, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 107 page 60; and

Blocks 59-61, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 107 page 61; and

Blocks 62-67, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 111 page 125; and

Blocks 63, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 64, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 65, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 68-73, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29; and

Blocks 68-75, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 111 page 126; and

Block 69 (Lot 12), Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 244 page 30; and

Block 70 (Lot 17), Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 244 page 30; and

Blocks 74 and 75, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 111 page 127; and

Blocks 75, Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 75 (Lot 18), Shenandoah Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 244 page 30; and

#### In Savannah Point Subdivision:

Block 1 (Lots 1-41), Savannah Point Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 119 page 69; and

Block 1 (Lots 21, 23, and 36), Savannah Point Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 1 (Lots 42-52), Savannah Point Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 119 page 67; and

Block 1 (Lot 44), Savannah Point Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 2, Savannah Point Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 2 (Lots 1-11), Savannah Point Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 119 page 69; and

Block 2 (Lots 12-26), Savannah Point Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 119 page 67; and

Blocks 3 and 4, Savannah Point Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 119 page 68; and

Blocks 5 and 6, Savannah Point Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 123 page 164; and

In Monticello Subdivision:

Monticello Golf Course (Areas 1-5), Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 148 page 53; and

Monticello Golf Course (Areas 1-6), Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 148 page 182A; and

Monticello Fire Station Site, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 126 page 81; and

Blocks 1-5, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 111 page 129; and

Blocks 6-10, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29 and in Deed Book 111 page 130; and

Block 11, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 11-12, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 89 page 29; and

Blocks 11-13, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 111 page 131; and



Block 17, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 14-18, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 124 page 178; and

Block 19 (Lots 1 and 23), Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 19-21, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 133 page 52; and

Blocks 22-27, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 133 page 57; and

Block 25, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 27, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Block 30, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 184 page 113; and

Blocks 28-31, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 133 page 56; and

Blocks 32 and 33, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 133 page 55; and

Block 34, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 133 page 54; and

Block 35, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 133 page 53; and

Blocks 36, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 140 page 34; and

Blocks 37 and 38, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 140 page 33; and

Blocks 39-41, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 140 page 32; and

Block 42, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 140 page 33; and

Block 46, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 147 page 60; and

Block 46, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 146 page 47; and

Blocks 47-48, Monticello Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 146 page 48 and in Deed Book 147 page 59; and

#### In Commercial Subdivisions:

Block 1 (Lot 1 Magnolia Commercial Subdivision, 2.0 acres - Special Warranty Deed), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 168 page 169; and

Block 1 (Lot 1 Magnolia Commercial Subdivision, 2.0 acres - Supplemental Declaration of Covenants and Restrictions), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 168 page 168; and

Block 1 (Lot 1 Southwind Commercial Subdivision 13.277 acres), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 95 page 142; and

Block 1 (Lot 1 Tara Commercial Subdivision, 1.207 acres), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 121 page 79; and

Block 1 (Lot 2, Tara Commercial, tract 31 - tract where bank and real estate offices are located and tract 45 - 32.08 acres highway 7/378), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 210 page 90 and Deed Book 214 page 130; and

Block 1 (Lot 3 Southwind Commercial Subdivision, 2.10 acres) , Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 180 page 67; and

Block 1 (Lot 4 Tara Commercial Subdivision), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 181 page 60; and

Block 1 (Lot 5 Tara Commercial Subdivision), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 190 page 171; and

Block 2 (Lot 1 Southwind Commercial Subdivision, 1.07 acres), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 121 page 185 and Deed Book 210 page 90; and

Block 2 (Lot 2 Southwind Commercial Subdivision, 1.72 acres), Tara Subdivision, Savannah Lakes Village, South Carolina, per plat recorded in the Office of the Clerk of Court, McCormick County, South Carolina in Deed Book 170 page 75.

## EXHIBIT 2

### Savannah Lakes Village Property Owner Association, Inc. Lands

As of the date of this Amended and Restated Declaration of Covenants and Restrictions, Savannah Lakes Village Property Owners Association, Inc., its successors and assigns, is the Developer of these properties located and situated in the County of McCormick, State of South Carolina, being more particularly recorded in the Office of the Clerk of Court, and shall have the right, but not the obligation, to bring them within the plan of this Declaration to wit:

Block(s) or Brief Description	Reference Book	Page	Tax Map Number
Tract 1 - Eight Acre LLC (10.0 Acres)	244	30	089-00-00-005
Tract 2 - Eight Acre LLC (4.37 acres)	244	30	086-00-00-005
Tract 3 - Eight Acre LLC (.268 acres)	244	30	077-00-04-080
Tract 4 - Eight Acre LLC (.463 acres)	244	30	077-00-13-080
Tract 5 - Eight Acre LLC (Two parcels, 6.224 acres and 3.985 acres)	244	30	077-00-62-080
Tract 6 - Eight Acre LLC (.741 acres)	244	30	077-00-68-080
Tract 7 - Eight Acre LLC (.215 acres, Bordeaux Township)	244	30	077-01-23-080
Tract 8 - Eight Acre LLC ( Three parcels, .15, .25, and .35 acres)	244	30	077-00-31-080
Tract 9 - Eight Acre LLC (1.629, L-23, S-19A, S-19B, and two unnumbered pieces)	244	30	078-00-40-080
Tract 10 - Eight Acre LLC ( .5 acres)	244	30	078-01-02-070
Tract 11 - Eight Acre LLC (.580 acres)	244	30	078-02-17-080
Tract 12 - Eight Acre LLC (6.5 acres - Magnolia Subdivision)	244	30	078-02-39-080
Tract 13 - Eight Acre LLC (.394 acres - Monticello Subdivision)	244	30	087-00-19-080
Tract 14 - Eight Acre LLC (1.25 acres, 5 small strips, Monticello)	244	30	087-00-35-080
Tract 15 - Eight Acre LLC (.274 acres, Parking lot at community boat docks 18,19 and 20)	244	30	088-00-14-080
Tract 16 - Eight Acre LLC (1.392, Tara)	244	30	088-00-21-080
Tract 17 - Eight Acre LLC (.272 acres, Monticello)	244	30	088-01-32-080
Tract 18 - Eight Acre LLC (2.21 acres, two tracts, Tara)	244	30	089-01-01-080
Tract 19 - Eight Acre LLC (3 strips and 1.437 aggregate)	244	30	089-02-06-080

<b>Block(s) or Brief Description</b>	<b>Reference Book</b>	<b>Page</b>	<b>Tax Map Number</b>
Tract 20 - Eight Acre LLC (.463 acres)	244	30	089-02-11-080
Tract 21 - Eight Acre LLC (1.072 acres, two strips)	244	30	089-02-39-080
Tract 22 - Eight Acre LLC (2.50 acres, Common property surrounding Lot 13 Block 1 Shores of tara and lots 11 and 12, block 1 shores of Tara)	244	30	089-03-01-070
Tract 23 - Eight Acre (4.52 acres)	244	30	089-01-59-080
Hugenot Parkway			
Parcel 1 - From hwy 7 to corps of engineers monument J461	115	82	
Parcel 2 - From Corps of Engineers Monument J180 to Hwy S-61	115	83	
Parcel 3 - From Hwy S-61 to Hwy S-43	115	84	

### EXHIBIT 3

#### Eight Acre, LLC Lands

As of the date of this Amended and Restated Declaration of Covenants and Restrictions, Eight Acre, LLC, its successors and assigns, is the Developer of these properties located and situated in the County of McCormick, State of South Carolina, being more particularly recorded in the Office of the Clerk of Court, and shall have the right, but not the obligation, to bring them within the plan of this Declaration to wit:

<b>Block(s) or Brief Description</b>	<b>Reference Book</b>	<b>Page</b>	<b>T Number</b>	<b>Tax Map Number</b>
Part of Cooper Tract C-4 - NW of intersection of Country Club and Hwy 7	210	90	T-1	078-02-09-080 CCI
Cooper Tract C-13	210	90	T-2	089-02-27-080 CCI
Cooper Tract L15A	210	90	T-3	088-00-21-080 CCI
Cooper Tract S-16 Parking Lot at Community Boat Docks 18, 19 and 20 - Tara	210	90	T-4	088-00-14-080 CCI
Cooper Tract S-12-D	210	90	T-5	089-02-11-080 CCI
Cooper Tract S-14	210	90	T-6	089-02-39-080 CCI
Cooper Tract S-11	210	90	T-7	089-02-06-080 CCI
Cooper Tract S-8A	210	90	T-8	077-00-08-080 CCI
Cooper Tract S-7	210	90	T-9	077-00-13-080 CCI
Cooper Tract S-6	210	90	T-10	077-00-04-080 CCI
Cooper Tract Access to L-9A	210	90	T-11	088-01-32-080 CCI
Cooper Tracts C8C, C8B, and C8	210	90	T-12	077-00-62-080 CCI
No Cooper Id	210	90	T-13	087-00-19-080 CCI
Cooper Tract S-5	210	90	T-14	077-00-01-080 CCI
Cooper Tracts S3A and S3B	210	90	T-15	078-02-01-080 CCI
Cooper Tract S-2	210	90	T-16	078-02-17-080 CCI
Cooper Tracts 9-A, 9-B, 9-C, 9-D, C-11 - E)	210	90	T-24	087-00-00-005 CLD
48 (Lot 6) Monticello	210	90	T-25	099-00-48-006 CLD
Cooper Tract L-23	210	90	T-26	078-02-39-080 CCI
Cooper Tract L-15A	210	90	T-27	089-01-01-080 CLD
Cooper Tract S-1	210	90	T-28	079-01-23-080 CCI
Cooper Tract H-9A - Reserved Property in Greens at Tara	210	90	T-38	078-01-01-080 CHI
Cooper Tracts (C-22A, C22B, C22D and H22A)	210	90	T-39	089-00-00-005 CCI

<b>Block(s) or Brief Description</b>	<b>Reference Book</b>	<b>Page</b>	<b>T Number</b>	<b>Tax Map Number</b>
Cooper Tracts (C-11A, C-11B, C-11D and L-11B)	210	90	T-40	086-00-00-005 CCI
No Cooper Tract	210	90	T-41	087-00-35-080 CCI
Cooper Tracts L-23, S-19 A&B and Unnumbered Pieces	210	90	T-42	078-00-40-080 CI & CCI
Portion of Cooper Tract C-4	210	90	T-43	078-02-14-080 CCI
Cooper Tract H-22B	210	90	T-44	078-00-00-012 CCI
Cooper Tract C-20	210	90	T-45	089-01-48-080 CCI
No Cooper Number	210	90	T-46	089-01-09-080 CHI
No Cooper Number	210	90	T-47	089-03-01-070 CHI
Cooper Tract L-11A	210	90	T-48	087-00-00-005 CCI
Cooper Tract C-23	210	90	T-49	078-00-00-002 CCI
Formerly Blocks 6-10, Monticello, 66.26 acres	227	56		087-00-00-005
S43 and S61, Monticello, 23.77 acres	227	56		086-00-00-005
E of Pwy S of S61, Monticello, 139.1 acres	227	56		086-00-00-005
Hug Pkwy & Block 34, Monticello, 78.69 acres	227	56		086-00-00-005
Hug Pkwy and Blk 35, Monticello, 32.55 acres	227	56		086-00-00-005
E of Pwy S of S61, Monticello, 26.95 acres	227	56		086-00-00-005
B Creek Sub & Blk 33, Monticello, 14.43 acres	227	56		087-00-00-005
B Creek Park & S317, Monticello, 10.52 acres	227	56		087-00-00-005
Bl 17 and S 61, Monticello, 9.66 acres	227	56		087-00-00-005
Hug Pkwy and S61, Monticello, 4.371 acres	227	56		086-00-00-005
US 378 W of Village Drive, SW, 8.16 acres	227	56		089-00-00-005
US b/w Village and Holiday, SW, 60.0 acres	227	56		089-00-00-005
Formerly Blocks 6-10, Monticello, 66.26 acres	227	55		087-00-00-005
S43 and S61, Monticello, 23.77 acres	227	55		086-00-00-005
E of Pwy S of S61, Monticello, 139.1 acres	227	55		086-00-00-005
Hug Pkwy & Block 34, Monticello, 78.69 acres	227	55		086-00-00-005

<b>Block(s) or Brief Description</b>	<b>Reference Book</b>	<b>Page</b>	<b>T Number</b>	<b>Tax Map Number</b>
Hug Pkwy and Blk 35, Monticello, 32.55 acres	227	55		086-00-00-005
E of Pwy S of S61, Monticello, 26.95 acres	227	55		086-00-00-005
B Creek Sub & Blk 33, Monticello, 14.43 acres	227	55		087-00-00-005
B Creek Park & S317, Monticello, 10.52 acres	227	55		087-00-00-005
Bl 17 and S 61, Monticello, 9.66 acres	227	55		087-00-00-005
Hug Pkwy and S61, Monticello, 4.371 acres	227	55		086-00-00-005
US 378 W of Village Drive, SW, 8.16 acres	227	55		089-00-00-005
US b/w Village and Holiday, SW, 60.0 acres	227	55		089-00-00-005
Formerly Blocks 6-10, Monticello, 66.26 acres	227	57		087-00-00-005
S43 and S61, Monticello, 23.77 acres	227	57		086-00-00-005
E of Pwy S of S61, Monticello, 139.1 acres	227	57		086-00-00-005
Hug Pkwy & Block 34, Monticello, 78.69 acres	227	57		086-00-00-005
Hug Pkwy and Blk 35, Monticello, 32.55 acres	227	57		086-00-00-005
E of Pwy S of S61, Monticello, 26.95 acres	227	57		086-00-00-005
B Creek Sub & Blk 33, Monticello, 14.43 acres	227	57		087-00-00-005
B Creek Park & S317, Monticello, 10.52 acres	227	57		087-00-00-005
Bl 17 and S 61, Monticello, 9.66 acres	227	57		087-00-00-005
Hug Pkwy and S61, Monticello, 4.371 acres	227	57		086-00-00-005
US 378 W of Village Drive, SW, 8.16 acres	227	57		089-00-00-005
US b/w Village and Holiday, SW, 60.0 acres	227	57		089-00-00-005
Tract 1 - Eight Acre LLC (10.0 Acres)	244	32		089-00-00-005
Tract 2 - Eight Acre LLC (4.37 acres)	244	32		086-00-00-005
Tract 3 - Eight Acre LLC (.268 acres)	244	32		077-00-04-080
Tract 4 - Eight Acre LLC (.463 acres)	244	32		077-00-13-080



<b>Block(s) or Brief Description</b>	<b>Reference Book</b>	<b>Page</b>	<b>T Number</b>	<b>Tax Map Number</b>
Tract 5 - Eight Acre LLC (Two parcels, 6.224 acres and 3.985 acres)	244	32		077-00-62-080
Tract 6 - Eight Acre LLC (.741 acres)	244	32		077-00-68-080
Tract 7 - Eight Acre LLC (.215 acres, Bordeaux Township)	244	32		077-01-23-080
Tract 8 - Eight Acre LLC ( Three parcels, .15, .25, and .35 acres)	244	32		077-00-31-080
Tract 9 - Eight Acre LLC (1.629, L-23, S-19A, S-19B, and two unnumbered pieces)	244	32		078-00-40-080
Tract 10 - Eight Acre LLC ( .5 acres)	244	32		078-01-02-070
Tract 11 - Eight Acre LLC (.580 acres)	244	32		078-02-17-080
Tract 12 - Eight Acre LLC (6.5 acres - Magnolia Subdivision)	244	32		078-02-39-080
Tract 13 - Eight Acre LLC (.394 acres - Monticello Subdivision)	244	32		087-00-19-080
Tract 14 - Eight Acre LLC (1.25 acres, 5 small strips, Monticello)	244	32		087-00-35-080
Tract 15 - Eight Acre LLC (.274 acres, Parking lot at community boat docks 18,19 and 20)	244	32		088-00-14-080
Tract 16 - Eight Acre LLC (1.392, Tara)	244	32		088-00-21-080
Tract 17 - Eight Acre LLC (.272 acres, Monticello)	244	32		088-01-32-080
Tract 18 - Eight Acre LLC (2.21 acres, two tracts, Tara)	244	32		089-01-01-080
Tract 19 - Eight Acre LLC (3 strips and 1.437 aggregate)	244	32		089-02-06-080
Tract 20 - Eight Acre LLC (.463 acres)	244	32		089-02-11-080
Tract 21 - Eight Acre LLC (1.072 acres, two strips)	244	32		089-02-39-080
Tract 22 - Eight Acre LLC (2.50 acres, Common property surrounding Lot 13 Block 1 Shores of tara and lots 11 and 12, block 1 shores of Tara)	244	32		089-03-01-070
Tract 23 - Eight Acre (4.52 acres)	244	32		089-01-59-080
Tract 24 - Eight Acre (East the 10.0 tract shown as tract 1)	244	32		089-00-00-005
Parcel L18C (1.22 acres)	195	65		078-00-31-080

<b>Block(s) or Brief Description</b>	<b>Reference Book</b>	<b>Page</b>	<b>T Number</b>	<b>Tax Map Number</b>
Parcel (Reserved Properties Magnolia Subdivision Blocks 39-40)	195	65		078-02-39-080
Parcel L9B (14.43 acres)	195	65		087-00-00-005
Parcel L9A (10.52 acres)	195	65		087-00-00-005
Parcel L11A (78.5 acres)	195	65		086-00-00-005
Parcel L11B (32.55 acres)	195	65		086-00-00-005
Parcel L9D (9.66 acres)	195	65		087-00-00-005
Parcel L9C (57.0 acres)	195	65		087-00-00-005
1 (Lot 1 Southwind, 10.51 acres)	89	37		078-00-01-001

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