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THIS DECLARATION IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE ANN. §§15-48-10, ET. SEQ., AS MAY BE AMENDED FROM TIME TO TIME, AS MODIFIED AND PROVIDED PURSUANT TO THIS DECLARATION.

**DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
SPENCER CREEK WOODS**

Table of Contents

	Page
ARTICLE I	DEFINITIONS..... 1
1.1	Definitions 1
1.2	Interpretation and Flexibility 6
ARTICLE II	PLAN OF DEVELOPMENT; PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF SPENCER CREEK WOODS..... 7
2.1	Plan of Development 7
2.2	Existing Property 7
2.3	Additional Property..... 7
2.4	Withdrawal of Property 8
ARTICLE III	MEMBERSHIP AND VOTING RIGHTS 8
3.1	Membership 8
3.2	Voting Rights..... 8
ARTICLE IV	PROPERTY RIGHTS..... 9
4.1	Owners' Easements of Enjoyment and Access..... 9
4.2	Delegation of Use 10
4.3	Conveyance of the Common Areas to the Association..... 10
4.4	Regulation and Maintenance of Common Areas and Common Area Easements..... 11
4.5	Wetlands; Restrictive Covenants 12
4.6	Drainage System 12
ARTICLE V	COVENANT FOR ASSESSMENTS 13
5.1	Creation of the Lien and Personal Obligation of Assessments 13
5.2	Purposes of Assessments 13
5.3	Annual Assessments 14
5.4	Special Assessments 14
5.5	Assessment Rate; Collection Period 15
5.6	Assessments for Declarant..... 15
5.7	Notice for any Action Authorized Under Section 5.3 and Section 5.4 15
5.8	Date of Commencement of Annual Assessments; Amount of Initial and Subsequent Annual Assessments; Certificate of Amounts Due 16
5.9	Specific Assessments 16
5.10	Effect of Nonpayment of Assessments; Remedies 16
5.11	Subordination of the Lien to Mortgages 16

Table of Contents
(continued)

	Page
5.12 Working Capital Contribution	16
5.13 Resale Capital Contribution	17
ARTICLE VI RIGHTS OF ELIGIBLE MORTGAGEES.....	17
6.1 Books and Records	17
6.2 Notice to Eligible Mortgagees	17
6.3 Approval of Eligible Mortgagees.....	17
6.4 Payment of Taxes and Insurance Premiums	18
ARTICLE VII EASEMENTS.....	18
7.1 Access and Utility Easements	18
7.2 Easements for Governmental Access.....	18
7.3 Association's Easement and Right of Entry for Utilities and Maintenance.....	19
7.4 Easement Over Common Areas.....	19
7.5 Privacy Fence Easement	19
7.6 Sign and Entry Monument Easement	20
7.7 New 20' Private HOA Utility Easement.....	20
7.8 Encroachments; Easements.....	20
7.9 General Maintenance Easement.....	21
ARTICLE VIII ARCHITECTURAL CONTROL	21
8.1 Architectural Approval	21
8.2 Architectural Guidelines	22
8.3 No Waiver of Future Approvals	22
8.4 Non-Liability of Board Members	22
8.5 Restrictions on Contractors, Workers	22
8.6 Exemptions	23
8.7 Variances	23
ARTICLE IX RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION	23
9.1 Responsibilities	23
9.2 Storm Water Management System	24
9.3 Manager and Contractors.....	24
9.4 Personal Property for Common Use	25
9.5 Insurance; Bonds.....	25
9.6 Implied Rights.....	25

Table of Contents
(continued)

	Page
ARTICLE X Owners maintenance obligations	25
10.1 Lawn Maintenance Standards	25
10.2 Driveway Repair	27
10.3 Roofs; Windows	27
10.4 Painting	27
10.5 Enclosed Common Area	27
10.6 Failure to Maintain.....	27
ARTICLE XI USE RESTRICTIONS.....	28
11.1 Residential Use Only	28
11.2 Nuisances	28
11.3 Building Setback Requirements.....	28
11.4 Improvements and Lawns	28
11.5 Walls, Fences and Screened Enclosures	29
11.6 Animals.....	29
11.7 Vehicles, Trailers, Campers and Boats	29
11.8 Storm Water Management System	30
11.9 Substances.....	30
11.10 Exclusion of Above Ground Utilities	30
11.11 Drainage.....	30
11.12 Signs and Flags	30
11.13 Trees	31
11.14 Garbage Disposal	31
11.15 Games and Play Structures	31
11.16 Clothes Hanging	32
11.17 Auxiliary Structures.....	32
11.18 Antenna Devices	32
11.19 Holiday Lights	32
11.20 Development, Sales and Construction Activities.....	32
11.21 Window Coverings; Storm Shutters	33
11.22 Privacy Fence Restrictions.....	33
11.23 Additional Use Restrictions	33
11.24 Declarant’s Improvements	33

Table of Contents
(continued)

	Page
11.25 Other Rights and Reservations.....	34
ARTICLE XII SALE, LEASE OR OCCUPANCY OF UNITS	34
12.1 Notice of Sale or Lease	34
12.2 Leased Units	34
12.3 Lease Applications, Screenings and Approvals	34
12.4 Association’s Right to Collect Rents	35
12.5 Owner Responsible for Conduct of Tenants and Occupants	36
12.6 Use of Common Areas.....	37
12.7 Declarant's Exemptions.....	37
ARTICLE XIII AMENDMENTS	37
13.1 Amendment by Declarant	37
13.2 Amendments After the Declarant Control Period.....	37
13.3 Corrective Amendments	37
13.4 Amendments Required by Secondary Mortgage Market.....	37
13.5 Amendment Limitation in Favor of Eligible Mortgagees.....	37
13.6 Execution and Recording.....	38
ARTICLE XIV ADDITIONAL RIGHTS OF THE DECLARANT	38
14.1 General.....	38
14.2 Assignment	40
14.3 Association’s Obligation of Cooperation.....	40
14.4 No Amendment.....	40
14.5 Assignment of Declarant’s Rights to the Association	40
14.6 Easement.....	40
14.7 Control of Declarant	41
14.8 Injunctive Relief for Interference.....	41
ARTICLE XV GENERAL PROVISIONS	41
15.1 Enforcement.....	41
15.2 Severability	41
15.3 Termination.....	41
15.4 Interpretation.....	42
15.5 Subdivision of Units	42
15.6 Rules and Regulations; Enforcement.....	42

Table of Contents
(continued)

	Page
15.7 Dispute Resolution.....	43
15.8 Creation of New Board.....	46
15.9 CPI-U.....	46
15.10 Waiver of Jury Trial.....	46
15.11 Attorneys' Fees; Enforcement Costs	47
15.12 Perpetuities.....	47
15.13 No Affirmative Obligation Unless Stated.....	47
15.14 No Implied Liabilities or Duties	47
15.15 Rights of Third Parties.....	47
15.16 Notice of Sale, Lease, or Mortgage	47
15.17 No Trespass.....	47
15.18 Notices and Disclaimers as to Water Bodies	47
15.19 COVENANTS RUNNING WITH THE LAND.....	48
15.20 CONSTRUCTION AND OTHER ACTIVITIES.....	48
15.21 Railroad Tracks.....	49
15.22 Notices	49
ARTICLE I NAME AND LOCATION.....	1
1.1 Name and Location.....	1
ARTICLE II DEFINITIONS.....	1
2.1 Definitions	1
2.2 Applicability	1
ARTICLE III MEETING OF MEMBERS AND VOTING.....	1
3.1 Annual Meeting	1
3.2 Special Meetings.....	1
3.3 Notice and Place of Meetings	2
3.4 Quorum	2
3.5 Ballots and Representative Voting.....	3
3.6 Membership and Voting	3
3.7 Eligibility to Vote	4
3.8 Acceptance of Votes	4
3.9 Record Dates.....	5
3.10 Action Without Meeting	6

Table of Contents
(continued)

	Page
3.11 Order of Business.....	6
3.12 Conduct of Meetings.....	6
3.13 Participation by Members.....	6
ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE	7
4.1 Number	7
4.2 Term of Office	7
4.3 No Term Limits	7
4.4 Removal; Vacancies	8
4.5 Compensation	8
4.6 Indemnification of Directors, Officers, Corporate Agents	8
4.7 Resignation of Directors	8
ARTICLE V NOMINATION AND ELECTION OF DIRECTORS	8
5.1 Nomination	8
5.2 Election.....	8
ARTICLE VI MEETINGS OF DIRECTORS.....	9
6.1 Regular Meetings.....	9
6.2 Special Meetings.....	9
6.3 Quorum	9
6.4 Executive Session	9
6.5 Telephone Meetings.....	9
6.6 Waiver of Notice.....	9
6.7 Notice of Adjourned Meeting	9
6.8 Action Without Meeting	10
6.9 Notices Generally	10
6.10 Class B Veto Rights.....	10
ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS	10
7.1 Duties.....	10
7.2 Prohibited Acts	12
ARTICLE VIII OFFICERS AND THEIR DUTIES	12
8.1 Enumeration of Officers	12
8.2 Election of Officers.....	12
8.3 Term.....	12

Table of Contents
(continued)

	Page
8.4 Special Appointments	12
8.5 Resignation and Removal	12
8.6 Vacancies	12
8.7 Duties	12
ARTICLE IX ARCHITECTURAL REVIEW COMMITTEE	13
9.1 Appointment	13
ARTICLE X BOOKS AND RECORDS	13
10.1 Inspection by Members	13
10.2 Rules for Inspection	13
10.3 Inspection by Directors	14
10.4 Documents Provided by Board	14
ARTICLE XI MISCELLANEOUS	14
11.1 Amendments	14
11.2 Conflicts	15
11.3 Fiscal Year	15
11.4 Use of New Technology	15

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR SPENCER CREEK WOODS**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SPENCER CREEK WOODS (this "Declaration") is made this 23rd day of January 2013 by Lennar Carolinas, LLC, a Delaware limited liability company (hereinafter referred to as "Declarant").

WITNESS TO:

WHEREAS, Declarant is the owner of certain real property located in Charleston County, South Carolina (hereinafter, the "County"), which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter sometimes referred to as the "Property");

WHEREAS, Declarant desires to subject the Property to the plan and operation of this Declaration to create on the Property a residential community to be known as Spencer Creek Woods;

WHEREAS, Declarant desires to provide for the maintenance and upkeep of the Common Areas (as hereinafter defined) within the Property and to provide for enforcement of covenants and restrictions applicable to the Property, and, to that end, desires to subject all of the Property within the Property to the plan and operation of this Declaration and to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner thereof; and

WHEREAS, Declarant has deemed it advisable to create an organization to own, maintain and administer the Common Areas, to administer and enforce covenants and restrictions applicable to the Property, and to collect and disburse the Assessments and charges hereinafter created, and Declarant has therefore incorporated or will incorporate under South Carolina law as a non-profit corporation, SPENCER CREEK WOODS PROPERTY OWNERS' ASSOCIATION, INC. for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, Declarant hereby declares that the Property (as defined herein) and such additions thereto or withdrawals herefrom as may hereafter be made pursuant to ARTICLE II of this Declaration, is and shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, all of which shall run with the land and be binding on all parties owning any right, title or interest in the Property or any part thereof, their heirs, personal representatives and administrators, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

When used in this Declaration, unless the context will prohibit or otherwise require, the following words, will have all the following meanings, and all definitions will be applicable to the singular and plural forms of such terms:

1.1 Definitions.

1.1.1 "Additional Property" shall have the meaning ascribed to the term in Section 2.3.

1.1.2 "Affiliate" means any person or entity who directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with a party. As used herein, the term "control" (including the terms "controlling", "controlled by", or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such party, whether through ownership of voting securities or rights, by contract or otherwise.

1.1.3 "Architectural Review Committee" or "ARC" shall have the meaning ascribed to it in Section 8.1.

1.1.4 "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended and/or restated from time to time, filed in the Office of the Secretary of State of the State of South Carolina in accordance with the Nonprofit Corporation Act. A copy of the Articles of Incorporation is attached hereto as Exhibit "B".

1.1.5 "Assessment" means an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided. Assessments include Annual Assessments, Special Assessments and Specific Assessments, all as defined in ARTICLE V.

1.1.6 "Association" means Spencer Creek Woods Property Owners' Association, Inc. a South Carolina non-profit corporation, its successors and assigns. In exercising any right or easement granted or reserved to it hereunder, such right or easement shall be deemed to extend to its duly authorized directors, officers, agents, employees and contractors.

1.1.7 "Board of Directors" or "Board" means the Board of Directors of the Association, which is the governing body of the Association.

1.1.8 "Builder" means any Person which acquires one or more unimproved Units from the Declarant for the purpose of constructing a single-family residential dwelling thereon for resale.

1.1.9 "Bylaws" means the Bylaws of the Association which govern the administration and operation of the Association, as the same may be amended from time to time. A copy of the Bylaws is attached hereto as Exhibit "C".

1.1.10 "Common Area" or "Common Areas" means all of the following: (i) any real property, together with any Improvements, landscaping and personal property thereon, shown on any Plat of the Property, with the exception of any Units, as said terms are defined in the Declaration, which are not dedicated or deeded to and maintained by a governmental entity; (ii) any real property, together with any Improvements, landscaping and personal property thereon dedicated to the Association on any Plat of the Property; (iii) any real property, together with any Improvements and personal property thereon deeded to or leased by the Association; and (iv) any portion of the Property together with any Improvements, landscaping and personal property thereon designed and intended for the common, non-exclusive use of the Owners and declared to be Common Areas in this Declaration or any Supplemental Declaration. The Common Areas include, without limitation, any "Wetlands", "Storm Water Management System", "Privacy Fence", "New 20' Private HOA Utility Easement", "20' H.O.A. Drainage Swale", "HOA Area", "15' Class "C" Buffer and Privacy Fence Easement", "Sign Easement", open space buffers, wetland buffers, landscape areas, entrance features, walls, monuments, columns, Improvements, easement areas owned by others, additions, mitigation areas, irrigation pumps, swale drainage easements, drainage swales, stormwater ponds, drainage structures, irrigation areas, irrigation lines, commonly used utility facilities, project signage, street lights, monument signage, recreational areas

and other areas shown on any Plat of the Property for common use or otherwise identified as or declared to be Common Areas. Until turned over to and accepted by a public authority for ownership and maintenance, all sidewalks, roads and rights-of-way within the Property shall constitute Common Areas. The designation of any land and/or Improvements as Common Areas will not mean or imply that the public at large acquires any easement of use or enjoyment therein. All Common Areas are to be devoted to and intended for the common use and enjoyment of the Declarant, Owners and Occupants and their respective Tenants, guests, and invitees. Except as otherwise provided in this Declaration, the Common Areas shall be maintained by the Association or its successors in interest unless dedicated to public use as set forth herein. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, WHICH SHALL INCLUDE, WITHOUT LIMITATION, THE CONSTRUCTION OR SUPPLY OF ANY RECREATIONAL AMENITIES IN ANY PORTION OF THE PROPERTY, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM HEREINABOVE BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

1.1.11 "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration for the maintenance, repair, operation, insurance, management and replacement of the Common Areas, including the matters listed in Section 9.1 of this Declaration.

1.1.12 "County" means Charleston County, South Carolina.

1.1.13 "Declarant" means Lennar Carolinas, LLC, a Delaware limited liability company, or (i) any successor-in-title to the entire interest of such Person with respect to all of the Property at the time of such transfer to said successor-in-title to the entire interest of such Person in all of the Property (and such assignor Person no longer owns any portion of the Property) who receives an express written assignment of all or a portion of the Declarant rights hereunder and such assignment is filed Of Record, or (ii) any Person designated in a Supplemental Declaration or other instrument filed Of Record to succeed to the rights of Declarant hereunder as to the specific matters set forth in such writing, which may include, at the sole election of Declarant, a reservation of concomitant rights by the Declarant in and to portions of the Property and the rights therein being assigned. In the event of a partial assignment of Declarant rights, the assignee shall not be deemed the Declarant, but may exercise such rights of the Declarant as specifically assigned to it. Any such assignment may be made on a non exclusive basis. In exercising any right or easement granted or reserved to Declarant hereunder, such right or easement shall be deemed to extend to Declarant's duly authorized directors, officers, members, managers, agents, employees and contractors.

1.1.14 "Declarant Control Period" means the time period commencing on the date this Declaration is filed Of Record, and ending on the earlier of:

1.1.14.1 The date December 31, 2032; or

1.1.14.2 The date which is three (3) months after the date which Declarant, an Affiliate of Declarant or a Builder no longer owns any Units within the Property (expressly including any Additional Property annexed or added to this Declaration pursuant to ARTICLE II of this Declaration); or

1.1.14.3 The date which is three (3) months following the date the Declarant terminates the Declarant Control Period by an express amendment to this Declaration filed Of Record.

1.1.15 "Declaration" means this Declaration of Covenants, Restrictions and Easements for Spencer Creek Woods, as amended from time to time by any Supplemental Declaration filed Of Record.

1.1.16 "Eligible Mortgagee" means an Institutional Mortgagee which owns, services, insures or guarantees a first mortgage encumbering a Unit and has notified the Association in writing of its name and address and status as a holder, insurer or guarantor of a first mortgage.

1.1.17 "Governing Documents" means collectively the Declaration (including any Supplemental Declaration), Articles, Bylaws, and the rules and regulations of the Association and all exhibits to any of the foregoing, all as they may be amended or supplemented from time to time.

1.1.18 "Improvement" means any structure or artificially created condition or appurtenance located on the Property, including, but not limited to, any building constructed on any Unit or Common Areas, additions, exterior modifications or structural alterations to any Unit or Common Areas, walkway, irrigation pipe or equipment, road, driveway, parking area, fence, wall, screening wall, retaining wall, stairway, deck, landscaping, hedge, tree, planting, shrub, windbreak, pole, swimming pool, pool deck, spa, fountain, water feature, sign, screen enclosure, sewer, drain, disposal system, grading, paving, or exterior air-conditioning or water softener fixture or equipment.

1.1.19 "Institutional Mortgagee" means the Declarant, any federal or state commercial bank, federal or state savings bank, federal or state savings and loan association, federal or state trust company, life insurance company, casualty insurance company, agency of the United States government, mortgage banker, pension plan, REMIC trust, credit union, broker dealer, investment banking firm, commercial brokerage firm, real estate investment trust, or other financial institution or similar entity making loans in the United States and recognized as an institutional lender, or any affiliate, subsidiary, successor or assignee of any of the foregoing, owning, holding, serving as a trustee or servicer, insuring or guaranteeing a first mortgage (prior to all other mortgage liens) on a Unit or a collateral assignment of a first mortgage on a Unit, or an institutional or governmental insurer or purchaser of such a first lien mortgage in the secondary market, such as Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), U.S. Department of Housing and Urban Development ("HUD") and U.S. Department of Veterans Affairs ("VA").

1.1.20 The term "majority of the Voting Interests" means a majority of the votes entitled to be cast by the Owners present in person or by proxy or by electronic or written ballot and voting at any meeting of the Owners at which a quorum is attained. The term "majority of the Voting Interests" shall not mean a majority of the Units or Owners themselves or of the total votes entitled to be cast by all Owners. Similarly, if some greater percentage of Voting Interests is required herein or in the Bylaws or Articles, it shall mean such greater percentage of the votes entitled to be cast by the Owners present in person or by proxy or by electronic or written ballot and voting at any meeting of the Owners at which a quorum is attained and not of the number of Units or Owners themselves or the total votes entitled to be cast by all Owners. So long as Declarant, an Affiliate of Declarant or a Builder owns any property in the Property or has the right to add any real property to the Property, a majority of the Voting Interests or greater percentage of Voting Interests cannot be attained without the consent of Declarant.

1.1.21 “Member” means every person or entity who or which holds membership in the Association.

1.1.22 “Nonprofit Corporation Act” means the South Carolina Nonprofit Corporation Act of 1994, Title 33, Chapter 31 (Section 33-31-101 et seq.) as it may be amended or renumbered from time to time.

1.1.23 “Occupant” means any person, including, without limitation, any Owner, occupying or otherwise using a Unit, Tenant and their respective families, servants, agents, guests, and invitees. Any person who is physically present in or occupies a Unit at the invitation of the Owner or Tenant for consideration shall be deemed a “Tenant”.

1.1.24 “Of Record” means the place of filing a writing in the applicable public records, currently being the Register Mesne Conveyance (RMC) Office for Charleston County, South Carolina, as will give legal notice to the world of the matters set forth in the writing so filed.

1.1.25 “Owner” means the record owner (including Declarant), whether one or more persons or entities, of fee simple title to any Unit which is a part of the Property, including contract sellers, but excluding those having an interest in a Unit solely as security for the performance of an obligation.

1.1.26 “Person” means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, limited liability company or other legal entity.

1.1.27 “Phase 1 Plat” shall have the meaning ascribed to the term in Subsection 10.1.11.

1.1.28 “Phase 1 Plat Revised for Units 1, 43-50, and 57-65” shall have the meaning ascribed to the term in Section 4.6.

1.1.29 “Phase 1 Plat Revised for Units 72 through 76 and 19” shall have the meaning ascribed to the term in Subsection 10.1.11.

1.1.30 “Plat” shall mean one or more plats subdividing the Property and described in Exhibit “A” attached hereto and filed Of Record.

1.1.31 “Privacy Fence” means any screening wall, fence or other barrier installed by Declarant or the Association within the Privacy Fence Easement.

1.1.32 “Privacy Fence Easement” shall have the meaning ascribed to the term in Section 7.5.

1.1.33 “Property” means the property described in Exhibit “A” to this Declaration and any Additional Property annexed or added pursuant to ARTICLE II of this Declaration and all Improvements located or constructed thereon, being a part of the overall plan and scheme, from time to time existing hereunder, for the real estate development known as “Spencer Creek Woods.”

1.1.34 “Sign Easement” means those portions of the Property identified on the Phase 1 Plat Revised for Units 1, 43-50, and 57-65 as a “Sign Easement” or “15’ x 35’ Sign Easement”, and located within the boundaries of Sign and Entry Monument Easement Units.

1.1.35 “Storm Water Management System” means the system which is designed, constructed, and implemented for the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted or required pursuant to the applicable requirements of the applicable governmental authorities. Such system shall include the Wetlands, New 20’ Private HOA Utility Easement, the “20’ H.O.A. Drainage Swale” as identified on any Plat of the Property, drainage easements and storm water piping systems, drains, catch basins and other related apparatus and facilities intended to provide storm water management and control for the Property.

1.1.36 “Supplemental Declaration” means any amendment to this Declaration filed Of Record, which makes any changes hereto.

1.1.37 “New 20’ Private HOA Utility Easement” means those portions of the Property identified on the Phase 1 Plat Revised for Units 1, 43-50 and 57-65 as a “New 20’ Private HOA Utility Easement”, or otherwise designated as such, and intended for use in collecting, conveying, storing, absorbing, retaining, inhibiting, treating, using or reusing water from rainfall events for the benefit of Spencer Creek Woods. The New 20’ Private HOA Utility Easement shall be controlled and maintained by the Association in accordance with this Declaration.

1.1.38 “Tenant” means the person or persons, entity or entities, who occupy or are entitled to occupy a Unit for consideration. Tenants shall not be members of the Association, but shall, through the Owner, be entitled to certain rights and undertake certain obligations with respect to the Unit.

1.1.39 “Unit” means a portion of the Property, whether improved or unimproved, which may be independently owned and conveyed as a single residential dwelling, whether such dwelling is located in a single family detached, duplex or townhouse building. The term Unit shall be deemed to include the benefits and burdens applicable or appurtenant to a Unit, such as easements or maintenance obligations of the Owner. The term “Unit” does not include the Common Areas.

1.1.40 “Voting Interests” means the total amount of votes entitled to be cast by the Owners.

1.1.41 “Wetlands” or “Wetlands/Ponds” means the “Wetland”, “Wetland/Pond”, “Wetland and Buffer”, “Buffer”, wetland areas, wetland mitigation or preservation areas, wetland buffers, swales, upland conservation areas, ponds, creeks, canals, upland buffers and drainage easements which are more specifically described on any Plat of the Property and/or protected by a conservation easement.

1.2 Interpretation and Flexibility. In the event of any ambiguity or question as to whether any Person, property or improvement falls within any of the definitions set forth in this ARTICLE I, the determination made by Declarant in such regard (as evidenced by a recorded Supplemental Declaration stating same) shall be binding and conclusive. Moreover, Declarant may also, by way of Supplemental Declaration, alter or amend the application of any portion of the Declaration as to any specified portion(s) of the Property in order to reflect any unique characteristics thereof.

ARTICLE II

**PLAN OF DEVELOPMENT; PROPERTY SUBJECT TO THIS DECLARATION
AND WITHIN THE JURISDICTION OF SPENCER CREEK WOODS**

2.1 Plan of Development. One single-family dwelling may be constructed on each unimproved lot constituting a Unit subject to this Declaration. The real property described on Exhibit "A" will also include Common Areas, sidewalks and such private and public roads and rights-of-way (prior to the acceptance of such sidewalks and public roads and rights-of-way by a governmental authority), utility systems, drainage systems, and other Improvements serving the Property as are, from time to time, denominated as Common Areas in this Declaration or by the Declarant on any Plat of the Property in furtherance of the development scheme for the Property, as it exists from time to time, or in any deed, lease, easement, use agreement, Supplemental Declaration or memorandum thereof filed Of Record, and which are installed and existing or to be installed. All Units within the Property will be and are hereby restricted exclusively to residential use and will be subject to the standards and restrictions set forth in this Declaration. Without the consent of any Person, the Declarant will have the right, but not the obligation, during the Declarant Control Period, to make Improvements and changes to the Common Areas and to all portions of the Property owned by the Declarant, including, without limitation, (a) installation, modification, alteration, deletion, expansion, and maintenance of any Improvements, (b) changes in the location of the boundaries of any such Property owned by the Declarant, and (c) installation and maintenance of any water, sewer, and other utility systems and facilities. Because of the authority and power of the Declarant to amend this Declaration, as herein provided, including the power and authority to withdraw portions of the Property, as set forth in Section 2.4 below, no implication should be drawn that a general plan or scheme of development with respect to any portion of the Property includes its uniform application to all parts of the Property.

2.2 Existing Property. The real property described on Exhibit "A" attached hereto and incorporated herein by reference is and shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration as of the date of recording hereof, and is within the jurisdiction of the Association.

2.3 Additional Property. During the Declarant Control Period, additional property may be annexed to the Property by the Declarant without the consent of the Members, the Association or any mortgagee to include any real property that is contiguous to the boundaries of the Property described in Exhibit "A", or whose boundary is within 5,000 feet of any boundary line of the Property described in Exhibit "A", and is owned or acquired by the Declarant or is owned by a third party and as to which the Declarant consents, during the Declarant Control Period, to its annexation and being made subject to this Declaration (collectively, "Additional Property"). The Additional Property shall become subject to the plan and operation of this Declaration by Declarant filing Of Record (a) a Plat showing such Additional Property to be annexed and (b) a Supplemental Declaration extending the operation and effect of this Declaration to the Additional Property to be annexed. Any Additional Property annexed pursuant to this Section 2.3 may be annexed and subjected to this Declaration as one parcel or as several parcels at different times. The addition of such Additional Property pursuant to this Section 2.3 may increase the cumulative number of Units within the Property and, therefore, may alter the relative voting strength of the various types of Members or extend the control period of the Declarant. A Supplemental Declaration may contain such additions to and modifications of the covenants and restrictions contained in this Declaration, including, without limitation, different voting rights and different Assessments for the Units so annexed, as Declarant, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. A Supplemental Declaration annexing Additional Property need only be executed by the Declarant and, if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of the Association or any of its Members. If a Supplemental

Declaration also provides for differing voting rights, the Declarant may also amend the Articles and Bylaws of the Association without the joinder or consent of the Association or any Member.

Nothing contained in this Section 2.3 shall be construed to obligate or require Declarant to make any additions to the Property.

2.4 Withdrawal of Property. So long as Declarant has a right to annex Additional Property pursuant to this ARTICLE II, Declarant reserves the right to amend the Declaration unilaterally at any time, without the consent of any Owner, the Association or any mortgagee for the purpose of removing any portion of the Property then owned by the Declarant, its Affiliates, a Builder or the Association from the provisions of the Declaration for any of the following reasons: to the extent included originally in error; to the extent that Declarant is transferring that portion of the Property to any governmental entity, in which event Declarant shall be entitled to retain all consideration paid for any portion of the Property so conveyed; or as a result of any change whatsoever in the plans for Spencer Creek Woods desired to be effected by Declarant. Any withdrawal of land not owned by Declarant shall not be effective without the written consent or joinder of the then-owner(s) of the withdrawn land.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. The Declarant and every Owner of a Unit which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

3.2 Voting Rights. The voting rights of the Members shall be appurtenant to the ownership of a Unit and may not be separated from ownership of any Unit. There shall be two classes of membership with respect to voting rights:

3.2.1 Class A. Class A Members shall be all Owners (including the Declarant). A Class A Member will be entitled to one (1) vote for each Unit owned. When more than one person owns an interest (other than a leasehold or security interest) in any Unit, all such persons shall be Members and the voting rights appurtenant to their Units shall be exercised as they, among themselves, determine; but fractional voting shall not be allowed, and in no event shall more than one vote be cast with respect to any Unit owned by a Class A Member.

3.2.2 Class B. The Class B Member shall be the Declarant or its designated assignee. During the Declarant Control Period, the Class B Member will be entitled to three (3) votes for each vote held by Class A Members, plus three (3) votes for each Unit owned by the Class B Member during the Declarant Control Period. Thereafter, the Class B Member will exercise votes only as to its Class A Memberships.

3.2.3 Declarant's Voting Rights. Notwithstanding anything to the contrary contained herein, until the expiration of the Declarant Control Period, Declarant shall be vested with the sole voting rights of the Association on all matters (including election and removal of directors and officers of the Association), except such matters as to which the Governing Documents of the Association specifically require a specific vote of the Class A Members.

ARTICLE IV

PROPERTY RIGHTS

4.1 Owners' Easements of Enjoyment and Access. Except as limited by the provisions of this Section 4.1 and by the rules and regulations adopted by the Board of Directors, every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Areas, which right and easement shall be appurtenant to and shall pass with title to every Unit, subject to:

4.1.1 the right of the Association to limit the use of such facilities to Owners who occupy a residence on the Property and their Occupants, as provided in Section 4.2.

4.1.2 the right of the Association to suspend the voting rights of an Owner and to prohibit use of the Common Areas (other than legal access) by an Owner and his Occupants during any period which the Assessment against his Unit remains unpaid, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

4.1.3 the right of the Association to dedicate, sell or transfer all or any part of the Common Areas to any public or quasi-public agency, authority, utility or service provider for such purposes and subject to such conditions as may be agreed upon by a majority of the Voting Interests. After the expiration of the Declarant Control Period, no such dedication or transfer shall be effective unless the Members holding at least two-thirds of the Voting Interests agree to such dedication, sale or transfer. Nothing herein shall be deemed to prohibit the Board of Directors, without consent of the Members, from granting easements over and across the Common Areas to any public agency, authority, utility or service provider for the installation and maintenance of sewerage, utility (including telecommunications, cable television and broadband internet), drainage or other facilities or for the provision of any services when, in the opinion of the Board of Directors, such easements are necessary for the convenient use and enjoyment of Property.

4.1.4 the right of the Association to borrow money. After the expiration of the Declarant Control Period, if the principal amount of the loan exceeds the 200% of amount of the annual Association budget and the Association is required to mortgage, pledge, grant a deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred then the loan shall require the approval of a majority of the Voting Interests. In the event of such mortgage, pledge, deed in trust or hypothecation, the rights of any such lender or mortgagee shall be subordinate to the property rights of the Members and the Association as set forth herein.

4.1.5 the right of the Association to exchange all or part of the Common Areas for other property and consideration of like value and utility, provided, however, that, after the expiration of the Declarant Control Period, any such dedication shall require the assent of the Members as set forth in subsection 4.1.3 above, and further provided that, if the Board of Directors determines, in its sole discretion, that such exchange is necessary to cure an encroachment or setback violation on any Unit, the Board may effect such exchange without the consent of or approval by the Members.

4.1.6 the right of the Association to open the Common Areas for use by non-members of the Association.

4.1.7 the right of the Association to alter, modify, expand or add to the Common Areas and to improve, maintain and operate the Common Areas.

4.1.8 the right of the Association to adopt, promulgate and enforce rules and regulations concerning the use of the Common Areas.

4.1.9 the right of the Association to otherwise deal with the Common Areas as provided in this Declaration, the Articles and Bylaws of the Association.

4.2 Delegation of Use.

4.2.1 Family. The right and easement of enjoyment and access granted to every Owner by Section 4.1 may be exercised by members of the Owner's family who occupy the Unit of the Owner as their residence in the County.

4.2.2 Tenants. The right and easement of enjoyment and access granted to every Owner by Section 4.1 may be delegated by such Owner to his Occupants or Tenants who occupy the Unit as their residence in the County.

4.2.3 Guests. The right and easement of enjoyment and access granted to every Owner by Section 4.1 may be delegated to guests of such Owners, Occupants or Tenants, subject to such rules and regulations as may be established by the Board of Directors. Notwithstanding the foregoing, the Association may adopt reasonable rules and regulations from time to time for the purpose of limiting the number of guests using the Common Areas at any given time.

4.2.4 Suspension of Rights. The rights of any delegate of an Owner shall be suspended by, upon and during suspension of such Owner's rights as provided in Section 4.1.2 and Section 15.6 of this Declaration.

4.3 Conveyance of the Common Areas to the Association. No later than the expiration of the Declarant Control Period, the Declarant or other owner(s) of the Common Areas shall convey by quit claim deed, and the Association shall accept, fee simple title to all Common Areas within the Property, and shall assign, reserve for or grant to the Association all Common Area easements, all subject to such easements, reservations, conditions and restrictions as then may be Of Record, and the Association shall accept all such conveyances, grants, assignments and reservations. THE ASSOCIATION AGREES TO ACCEPT "AS IS" ANY CONVEYANCE OF THE COMMON AREAS AND THE PERSONAL PROPERTY AND IMPROVEMENTS APPURTENANT THERETO, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION OR FITNESS OF THE COMMON AREAS OR PORTIONS THEREOF AND THE PERSONAL PROPERTY AND IMPROVEMENTS THEREON. So long as Declarant, an Affiliate of Declarant or a Builder owns any Unit within the Property, Declarant reserves an easement over and across any Common Areas deeded to the Association for the purpose of constructing and maintaining any Improvements on the Common Areas as it deems necessary or advisable, provided that any such Improvements must comply with the requirements of the appropriate governmental authority.

If the Common Areas have previously been conveyed to the Association, then any Improvements subsequently constructed or placed on the Common Areas by Declarant shall become the property of the Association upon completion of such Improvements and such completed Improvements will be conveyed to the Association in accordance with the terms of this Declaration. If the Common Areas have not been conveyed to the Association, then any Improvements constructed or placed on the Common Areas by Declarant shall be conveyed to the Association simultaneously with the conveyance of the Common Areas.

The Association shall, however, become responsible for all maintenance, repair, replacement, operation and insuring of Common Areas prior to such conveyance when Improvements thereto have been completed, which shall be the later of the date the required certificates or permits of occupancy or use are issued therefor, or the date such Common Areas may be used by the Owners in the manner and for the purposes for which they are developed or constructed. In consideration of the benefits accruing to the Association and to the Owners under this Declaration and in consideration of the covenants and agreements of the Declarant, an Affiliate of Declarant and/or a Builder, if applicable, the Association hereby agrees to accept title to any property, or to any interest in property, now or hereafter conveyed to it pursuant to the terms and conditions of this Declaration. Upon filing a deed, assignment, easement, lease or other instrument of conveyance Of Record to the Association, title or such other interest in property conveyed will vest in and to the Association without the necessity of any further act, deed or approval of any person, including the grantor, landlord and/or Association. Neither Declarant, an Affiliate of Declarant nor a Builder shall be required to make any additional Improvements whatsoever to property to be conveyed and accepted pursuant to this Section 4.3 than shall exist at the date of conveyance. The Common Areas shall be conveyed to the Association without any express or implied warranties, which are hereby expressly disclaimed by Declarant, any Affiliate of Declarant and any Builder.

4.4 Regulation and Maintenance of Common Areas and Common Area Easements. It is the intent of the Declarant that the Common Areas be preserved for the perpetual benefit of the Owners.

4.4.1 Regulation of Common Areas. The Association may adopt and promulgate rules and regulations governing the use of the Common Areas by Owners and Occupants. No Owner or other Occupant shall use the Common Areas or any portion thereof in violation of the rules and regulations contained in this Declaration or subsequently adopted by the Association.

Without limiting the generality of the foregoing, no Owner or Occupant shall, without the specific prior written consent of the Association: (i) damage or waste the Common Areas or Improvements thereon or remove any trees or vegetation therefrom; (ii) erect any gate, fence, structure or other improvement or thing on the Common Areas; (iii) place any garbage receptacle, trash or debris on Common Areas; (iv) fill or excavate any part of the Common Areas; (v) landscape or plant vegetation on Common Areas; or (vi) use the Common Areas or any part thereof in a manner inconsistent with or in any way interfering with the rights of other Owners.

So long as the Declarant, any Affiliate of the Declarant or a Builder owns any of the Property for development and sale, no rule or regulation shall be adopted by the Board of Directors which would be binding upon the Owners of such Property to be developed by the Declarant, Affiliate of the Declarant or Builder without the prior written consent of the Declarant, including, but not limited to any rule or regulation which would have the effect of discriminating against or in favor of (i) one type of Owner over another or (ii) one type of Tenant or Occupant over another.

4.4.2 Rights and Responsibilities of the Owners as to Common Area Easements. Each Owner of a Unit subject to a Common Area easement shall pay all property taxes, hazard and liability insurance and Assessments levied against his Unit, including such Common Area easement portion of his Unit. The Association shall have no liability for maintenance of or payment of property taxes, hazard and liability insurance and Assessments levied against such Common Area easement portion of a Unit.

4.4.3 Rights and Responsibilities of the Association as to the Common Areas. The Association shall have the right and obligation to ensure that the Common Areas owned by the Association are preserved for the perpetual benefit of the Owners, and, to that end, shall: (i) maintain the Common Areas in their natural or improved state, as appropriate, and keep them free of impediments to its use by the Owners, subject to the provisions of this Declaration; (ii) procure and maintain adequate

commercial general liability insurance covering the Association and its Members, Directors and officers against any loss or damage suffered by any person, including the Owner of the Unit upon which a Common Area easement lies, resulting from use of the Common Areas, and adequate hazard insurance covering the real and personal property owned by the Association; (iii) procure and maintain adequate hazard insurance covering the real and personal property leased by the Association; and (iv) pay all property taxes and other assessments levied against all Common Areas owned by the Association.

4.4.4 Declarant's and Association's Right of Entry. The Declarant, Affiliates of Declarant, Builders, the Association and the employees, agents, contractors and subcontractors of each, shall have a non-exclusive, alienable, transferable, and perpetual right and easement at all times to enter upon any portion of a Unit reserved or designated as a Common Area easement for the purposes of: (i) installing and maintaining subdivision entrance signs, features, fencing and landscaping; and (ii) making such Improvements to the Common Areas; and (iii) maintaining the Common Area easement in its natural or improved state.

4.5 Wetlands; Restrictive Covenants. Units may contain portions of, be adjacent to or lie within proximity of the Wetlands. The Declarant shall have the right to place certain restrictive covenants on the Property in order that the Wetlands remain substantially in their natural condition perpetually, by filing Of Record one or more Declaration(s) of Restrictions ("Restrictive Covenants") or Supplemental Declarations. The Restrictive Covenants or Supplemental Declarations shall run with the land and be binding on all heirs, successors, assigns, lessees, or other occupiers or users. The Restrictive Covenants or Supplemental Declarations may prohibit any or all of the following: filling, draining, flooding, dredging, impounding, burning, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Wetlands; introducing exotic species into the Wetlands, changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. Owners of Units containing portions of or abutting the Wetlands shall not remove native vegetation that become established within the Wetlands within or abutting their Unit. The Association shall be responsible for the perpetual maintenance of the Wetlands. The cost of such maintenance shall be deemed a Common Expense of the Association. In lieu of the perpetual maintenance obligation of the Association, a governmental entity may be assigned the maintenance obligations of the Wetlands. The Association has the right to take action against Owners as necessary to enforce the conditions, covenants and use restrictions placed on the Wetlands described in any Restrictive Covenants or Supplemental Declaration, or the Plat or any other subdivision plat of the Property filed or to be filed Of Record. The Wetlands are hereby designated as Common Areas; they shall be the perpetual responsibility of Association and may not be altered from their natural or permitted state.

4.6 Drainage System. Drainage facilities and systems which are located within the New 20' Private HOA Utility Easement as depicted on the Plat entitled *Revised Record Plat Spencer Creek Woods Phase 1 Lots 1, 43-50, and 57-65*, dated November 11, 2012 and filed Of Record in Plat Book L13 at Page 39, Office of the RMC for Charleston County, South Carolina ("Phase 1 Plat Revised for Units 1, 43-50, and 57-65"), shall be Common Areas. From and after such drainage systems or drainage facilities are installed by the Declarant, the maintenance of such systems and/or facilities within the New 20' Private HOA Utility Easement thereafter shall be the responsibility of the Association. In the event that such drainage system or facilities are adversely affected by landscaping, fences, structures (including, without limitation, pavers), or additions by Owners or Occupants, or the landscaping, fencing, structures or additions of the Owner or Occupant in the New 20' Private HOA Utility Easement are removed, altered or damaged by the Association in connection with its maintenance of such drainage systems or drainage facilities, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Unit containing all or a part of such drainage system and/or facilities. If an Owner fails to correct, repair, or maintain the drainage system and/or facilities within the

boundary of his Unit as set forth in this Section 4.6, after giving such Owner at least twenty four (24) hours' notice, the Association shall have the right, but not the obligation to undertake the correction, repair or maintenance at the Owner's expense. Each Owner, by accepting title to his Unit, grants the Association an easement over his or her Unit for the purpose of entry and monitoring compliance with the requirements of this Section 4.6, and such entry shall not constitute a trespass. The cost and expense of any correction, maintenance or repairs provided by or under the direction of the Association pursuant to this Section 4.6, plus an administrative and overhead fee equal to the greater of \$35.00 or twenty five (25%) percent of the cost of such correction, repair or maintenance (or such other amount determined by the Board of Directors in its sole discretion, subject to limitations contained in applicable law), shall be charged to the non-complying Owner as a Specific Assessment, secured by a lien against the Unit as provided in ARTICLE V of this Declaration. Association shall have the right to enforce the provisions in this Section 4.6 by all necessary legal action. By acceptance of a deed, each Owner of a Unit acknowledges that drainage systems and/or facilities serving Spencer Creek Woods shall be located within certain easement areas described in on any Plat of the Property or in the Declaration.

ARTICLE V

COVENANT FOR ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Unit by acceptance of title to the Unit shall be deemed to covenant and agree to pay all Assessments and charges assessed against the Owner's Unit. The Annual Assessments, Special Assessments, and Specific Assessments shall be established and collected as hereinafter provided. All Assessments which are unpaid when due, together with interest and late charges set forth in Section 5.10 and all costs of collection, including reasonable attorney's fees and costs, shall be a charge against and a continuing lien upon the Unit against which such Assessment is made. An Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and charges coming due while the Person is the Owner.

Each such Assessment or charge, together with interest and costs of collection, including reasonable attorneys' fees and costs, shall also be the personal obligation of the Person(s) owning such Unit at the time when the Assessment fell due, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them. Although unpaid Assessments and charges are not the personal obligation of such Owner's successors in title unless expressly assumed by them, the unpaid Assessments and charges shall continue to be a lien upon the Unit against which the Assessment or charge was made. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Areas or by the abandonment of the Unit against which the Assessments are made or for any other reason.

5.2 Purposes of Assessments. The Assessments levied by the Association shall be used to operate the Association, maintain, repair, operate, insure and replace the Common Areas, and to promote the recreation, health, safety and welfare of the Owners of the Property and, in particular, for: (i) improvement and maintenance of Improvements to the Common Areas and the provision of personal property, services and facilities, the establishment of operating reserves and capital reserve accounts related to the use and enjoyment of the Common Areas; (ii) maintenance, repair, replacement and reconstruction of Improvements on, the Common Areas, including, without limitation, the cost of labor, equipment, materials, management, inspection and supervision thereof; (iii) payment of taxes and public assessments levied against the Common Areas owned by the Association; (iv) procurement and maintenance of insurance; (v) employment of attorneys, accountants, consultants and other persons or firms to represent the Association when necessary; (vi) payment of principal and interest on funds borrowed for Association purposes; (vii) such other needs and reserves as may arise; (viii) payment for

the maintenance and operation of street lights; (ix) any expenses necessary or desirable to carry out the duties of the Association under the Governing Documents or at law, and (x) any other Common Expenses of the Association.

5.3 Annual Assessments.

5.3.1 Establishment of Annual Assessment. The Declarant will prepare an initial budget of the Association for the period commencing with the date the first Unit sale is closed by Declarant and ending on the last day of the Association's fiscal year, and a copy thereof will be made available to any Owner upon written request. It will be the duty of the Board of Directors at least sixty (60) days prior to the first day of the Association's fiscal year following the fiscal year in which Declarant established the initial budget, and each fiscal year thereafter, to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include reserve accounts, if necessary, for the deferred maintenance, replacement costs and capital improvements for the Association. In calculating the budget, the Board shall have the power to use any surplus amount collected in any fiscal year either to reduce the budgeted expenses for the fiscal year being budgeted or to set aside such surplus in such operating and/or reserve accounts as the Board, in its sole discretion, shall determine. The Board will determine the amount of the Assessments to be levied against the Units subject to this Declaration. The Board shall deliver a notice of the Annual Assessments for the following year to each Owner at least thirty (30) days prior to the first day of the fiscal year for which the budget and Assessments are established. Each Unit shall be equally responsible for its proportionate share of the total Annual Assessments.

5.3.1.1 Disapproval of Annual Assessments. The annual budget and Annual Assessments, as determined by the Board of Directors, as hereinabove provided, will become effective unless disapproved (i) solely by the Declarant in writing during the Declarant Control Period, and (ii) thereafter by a vote of seventy-five (75%) percent or more of the Voting Interests. Notwithstanding the foregoing, in the event the proposed budget and Annual Assessments are disapproved or in the event the Board of Directors fails for any reason to determine an annual budget and to set the Annual Assessments, then and until such time as a budget and Annual Assessment will have been determined as provided herein, the budget and Annual Assessments will be the Default Budget and Default Annual Assessments calculated in accordance with subsection 5.3.1.4 of this Declaration.

5.3.1.2 Special Board Action to Increase. If the Board of Directors determines that the important and essential functions of the Association budgeted for the year will not be properly funded in any year by the Annual Assessment herein provided, it may increase such Assessment.

5.3.1.3 Rounding. All Annual Assessments charged by the Association may be rounded off to the nearest dollar.

5.3.1.4 Determination of Default Budget and Default Annual Assessment. Upon the failure of the Board of Directors to adopt a budget, or upon the disapproval of any budget pursuant to subsection 5.3.1.1, the Default Budget and Default Annual Assessments will be the then existing budget and Annual Assessments, increased in proportion to the percentage increase, if any, in the CPI-U from December of the preceding year to November of the then current year in which the maximum budget and Annual Assessment is being determined, or by ten (10%) percent, whichever is greater.

5.4 Special Assessments. In addition to the Annual Assessments authorized above, the Board of Directors may levy, in any fiscal year, Special Assessments for: (a) unbudgeted expenses or expenses in excess of the amounts budgeted; (b) expenses incurred by the Association for replacement or reconstruction of any Improvements on any portion of the Common Areas including fixtures and personal

property related thereto; (c) expenses incurred by the Association for installation or construction of any Improvements in the nature of a capital improvement on any portion of the Common Areas including fixtures and personal property related thereto; (d) repayment of indebtedness and interest on any funds borrowed by the Association; or (e) any other purpose, including the Association's Common Expense. The Special Assessments will only be levied during the Declarant Control Period if the Declarant approves, in writing, such Special Assessment.

5.5 Assessment Rate; Collection Period. Except as provided in Section 5.8, the Annual and Special Assessments shall be fixed at a uniform rate for all Units. Assessments may be collected on a yearly, semi-annually, quarterly or monthly basis, as determined by the Board of Directors.

5.6 Assessments for Declarant.

5.6.1 Declarant's Assessment Rights. Notwithstanding any provision that may be contained to the contrary in the Governing Documents, during the Declarant Control Period, the Declarant shall have the option, in its sole discretion, to (1) pay Assessments on the Units owned by it which are subject to assessment, or (2) not to pay Assessments on any Units owned by it which are subject to assessment and in lieu thereof fund any resulting "shortfall." The "shortfall" to be paid under option (2), above, shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees), and (ii) the sum of all monies receivable by the Association (including, without limitation, Assessments, interest, late charges, fines, rents and incidental income) from Owners other than the Declarant and any surplus carried forward from the preceding year(s). The shortfall for which the Declarant is responsible shall not include expenses incurred by the Association as a result of a natural disaster, casualty or an act of God which are not covered by the proceeds of insurance. The Declarant may from time to time change the options under which the Declarant is making payments to the Association by written notice to such effect to the Association.

Any such payment of the shortfall will be characterized, in the Declarant's sole and absolute discretion and election, as (a) a contribution to the Association, (b) an advance against future Annual Assessments due from the Declarant, if any, (c) in-kind services, or (d) a loan to the Association. The amount and character (contribution, advance, in-kind services or loan) of such payment by the Declarant will be conspicuously disclosed in the financial records of the Association. The payment of the shortfall in any year will under no circumstances obligate the Declarant to continue payment of such shortfall in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

5.6.2 Subsidy. So long as the Declarant owns any Unit for sale or any portion of the Property upon which additional Units are to be developed and/or constructed, the Declarant may, but will not be obligated to, reduce the Annual Assessment for any year to be paid by Owners of Units so identified by the Declarant, by payment of a non-reimbursable subsidy. The amount of such subsidy payments will be conspicuously disclosed as a line item in the budget and will be made known to the Owners. The payment of such a subsidy in any year will not create an obligation to continue payment of a subsidy in future years, unless otherwise provided in a written agreement between Association and the Declarant.

5.7 Notice for any Action Authorized Under Section 5.3 and Section 5.4. After the expiration of the Declarant Control Period, written notice of any meeting of the Board of Directors called for the purpose of taking any action authorized under Section 5.3 or Section 5.4 shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days prior to the meeting.

5.8 Date of Commencement of Annual Assessments; Amount of Initial and Subsequent Annual Assessments; Certificate of Amounts Due. Unless a different commencement date is set by the Board of Directors, the Annual Assessments provided for herein shall commence as to a Unit on the earlier of the date of the first conveyance of a Unit to an Owner other than the Declarant, an Affiliate of the Declarant or a Builder, or the date the Unit is occupied.

At least thirty (30) days before January 1 of each year, the Board of Directors shall send written notice of such Assessment to every Owner subject thereto. The due dates for the payment of Annual and Special Assessments shall be established by the Board of Directors.

Within fifteen (15) days after written request by an Owner or mortgagee of a Unit and payment of a reasonable charge determined by the Board of Directors, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Owner with respect to the Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby.

5.9 Specific Assessments. Any expenses incurred by the Association or the Declarant because of the actions of one or more Owners or Occupants, or because of their failure to act, and with respect to which such expenses are chargeable thereto and recoverable therefrom pursuant to any provision of this Declaration, including, but not limited to, recoverable expenses incurred as a result of work performed in behalf of an Owner, and any fines as may be imposed against an Owner in accordance with Section 15.6 of this Declaration or the Bylaws of the Association will be specially assessed as a Specific Assessment against each such Owner and the Owner's Unit.

5.10 Effect of Nonpayment of Assessments; Remedies. Any Assessment not paid within ten (10) days after the due date shall incur such late charge as the Board of Directors may from time to time establish, and, if not paid within thirty (30) days after the due date, shall also bear interest from the due date at the rate of eighteen (18%) percent per annum or the highest rate allowed by law, whichever is less. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same and/or foreclose the lien against the Unit for which such Assessment is due. Interest, late payment charges, reasonable attorneys' fees, and the costs of such action or foreclosure shall be added to the amount of such Assessment.

5.11 Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage on a Unit recorded prior to the date the Association's claim of lien was recorded. Sale or transfer of a Unit shall not affect any Assessment lien; however, the sale or transfer of a Unit pursuant to foreclosure of a first mortgage, or any deed in lieu of foreclosure thereof, shall extinguish the lien of any Assessment which became due prior to the date of such conveyance. No such sale or transfer shall relieve such Unit from liability for any Assessment thereafter becoming due or from the lien thereof. When the holder of the first mortgage of record or other purchaser of such a Unit obtains title pursuant to judicial or non judicial foreclosure of the first mortgage or a deed in lieu of foreclosure, it shall not be liable for the Assessments chargeable to such Unit which became due prior to the acquisition of title to such Unit. Such unpaid Assessments shall become a Common Expense divided among, payable by and assessed against all Units, including the Unit as to which the foreclosure (or deed in lieu of foreclosure) took place.

5.12 Working Capital Contribution. The Declarant shall establish in the name of the Association a fund ("Working Capital Fund") for the purpose of having funds available for initial and non-recurring items, capital expenses, permit fees, licenses, utility deposits, advance premiums for insurance policies and coverages and other expenses for operation of the Association pursuant to this Declaration. Each time the Declarant conveys a Unit to a purchaser other than an Affiliate or Builder, the Declarant shall collect from the purchaser of the Unit an amount to be determined by the Declarant from

time to time (“Working Capital Contribution”). Initially, the Working Capital Contribution shall be Two Hundred Dollars (\$200.00). When an Affiliate or Builder conveys a Unit to a purchaser, the Affiliate or Builder shall collect from the purchaser of the Unit the amount of the Unit’s Working Capital Contribution. Each Unit’s Working Capital Contribution shall be collected at the time of closing of the sale of the Unit and transferred to the Association within ten (10) days thereafter. A Unit’s Working Capital Contribution shall not be considered as advance payment of Assessments. Notwithstanding the foregoing, the Association shall have the right to use the Working Capital Fund to pay for Common Expenses of the Association during the Declarant Control Period. The Declarant and each Affiliate and Builder shall indemnify the Association for the amount of the Units’ Working Capital Contributions which the Declarant, Affiliate or Builder is obligated to collect and transfer to the Association hereunder.

5.13 Resale Capital Contribution. In addition to the Working Capital Contribution set forth in Section 5.12, at the closing of each resale of any Unit, the purchaser of the Unit shall pay a resale capital contribution to the Association in an amount equal to Two Hundred Dollars (\$200.00), as adjusted by CPI-U (the “Resale Capital Contribution”), which the Association may use for any purpose. The Resale Capital Contribution shall not be refundable to the purchaser and shall not be applied and/or considered as a credit or an advance against any Assessments (including any Annual Assessments). Notwithstanding anything to the contrary contained in this Declaration, no Resale Capital Contribution shall be due and/or payable by the Declarant, the Association, or any Builder at the time of purchase of a Unit from the Declarant.

ARTICLE VI

RIGHTS OF ELIGIBLE MORTGAGEES

6.1 Books and Records. Any Eligible Mortgagee shall have the right, during normal business hours, to examine copies of the Governing Documents, and the books and records of the Association and, upon written request to the Association, to receive a copy of the financial statement for the immediately preceding fiscal year.

6.2 Notice to Eligible Mortgagees. Eligible Mortgagees shall, upon specific written request to the Association for any of the matters set forth below, be entitled to timely written notice of:

6.2.1 Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of the Unit securing its loan.

6.2.2 A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

6.2.3 Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

6.3 Approval of Eligible Mortgagees. After the expiration of the Declarant Control Period, unless at least a majority of the Eligible Mortgagees based on the original principal amount of their first mortgages encumbering Units have given their prior written approval, the Association shall not:

6.3.1 By act or omission seek to abandon, partition, subdivide, sell or transfer any real estate or Improvements thereon which are owned, directly or indirectly, by the Association. The granting of easements for utilities or other purposes shall not be deemed a transfer within the meaning of this subsection. Nothing herein shall be deemed to prohibit the Association from exchanging Common Area

for other real property of like utility and value as provided in Section 4.1 of this Declaration, or to require the approval of such exchange by the holders of first mortgages on the Units;

6.3.2 Change the method of determining the obligations, Assessments, dues or other charges which may be levied against a Unit;

6.3.3 Fail to maintain hazard insurance on insurable Improvements on the Common Area on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value; or

6.3.4 Use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged Improvements.

6.4 Payment of Taxes and Insurance Premiums. After not less than fifteen (15) days prior notice to the Association, Eligible Mortgagees, jointly or singularly, may pay taxes or other charges which are in default and which have or may become a charge or lien against any of the Common Areas and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy covering property owned by the Association. The persons, firms or corporations making such payments shall be owed immediate reimbursement therefor by the Association.

ARTICLE VII

EASEMENTS

7.1 Access and Utility Easements. Easements for the installation and maintenance of driveways, walkways, water, gas, telecommunications, cable television and electric power transmission lines, sanitary sewer and storm water drainage facilities and for other utility or service facilities are reserved as shown on any Plat of the Property. The Association may reserve or grant easements over the Common Areas as provided in Section 4.1 of this Declaration. Within any such easement herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation, maintenance, repair or replacement of the utilities or services installed thereon, or which may change the direction of flow or drainage of water through drainage pipes or channels constructed in such easements.

For a period of thirty (30) years from the date this Declaration is filed Of Record, Declarant reserves, for itself and its employees, agents, successors and assigns, an easement upon and a right of access, ingress and egress on, over and under the Property for the purposes of constructing, maintaining, repairing, replacing or relocating water, sewer, gas, storm water drainage and retention, telecommunications, cable television, and electric, and other utility or service facilities to the extent required by any applicable governmental entity or deemed by the Declarant to be necessary or convenient for the development, use and enjoyment of the Property and the Common Areas and for the conduct of construction, sales, leasing, resales and marketing activities. Such right expressly includes the right to cut any trees, bushes or shrubbery, grade the soil or take any other similar action that it deems reasonably necessary or appropriate. After such action has been completed, Declarant shall grade and seed the affected property and otherwise restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. Declarant shall give reasonable notice of its intent to take such action to each Owner whose Unit is affected.

7.2 Easements for Governmental Access. An easement is hereby established over the Common Areas and every Unit within the Property for the benefit of applicable governmental agencies or

public or private utilities or service providers for installing, reading water and electric meters, maintaining, repairing, inspecting, testing, removing and replacing electric, water or sewer facilities, accessing, identifying, delivering and picking up mail to and from the gang/cluster mailboxes and mailbox shelters within the Common Areas, and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, emergency medical, garbage collection and the delivery of mail.

7.3 Association's Easement and Right of Entry for Utilities and Maintenance. There is hereby reserved for the benefit of the Declarant, its Affiliates, any Builder, the Association, and the employees, agents, contractors and subcontractors and invitees of each the alienable, transferable, and perpetual right and blanket easements upon, across, above and under all property within the Property, including all Units, for (i) access, ingress, egress, installing, repairing, maintaining, relocating and replacing all utilities and services serving the Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telecommunications and electricity, as well as storm drainage and any other service such as, but not limited to, a cable television system, broadband internet or monitoring system, which Declarant or the Association might decide to have installed to serve the Property, and (ii) undertaking any responsibilities of the Association listed in Section 9.1 of this Declaration, which easements may be for the individual benefit of individual Owners. It shall be expressly permissible for the Declarant, the Association, and/or the employees, agents, contractors and subcontractors, invitees, or designees of either, as the case may be, to install, repair, replace, maintain and relocate or to authorize the installation, repair, replacement, maintenance or relocation of such wires, conduits, cables and other equipment related to the providing of such utility or service, and all other matters necessary to undertake the responsibilities of the Association listed in Section 9.1 of this Declaration. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board of Directors shall have the right to grant such license or easement. Any such maintenance shall be performed with a minimum of interference to the quiet enjoyment of the Units. The easements shall be used only for such period of time as is reasonably necessary in order to complete the needed maintenance or repair.

7.4 Easement Over Common Areas. A perpetual, non-exclusive easement over the Common Areas is hereby granted to each Unit, and the Owners and Occupants of such Unit, for the purpose of providing pedestrian and vehicular access, ingress and egress to and from streets, parking areas and walkways serving the Property.

7.5 Privacy Fence Easement. The Association and its duly authorized agents, employees or independent contractors shall have an easement ("Privacy Fence Easement") over the portions of Units 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42, (a/k/a Lots 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42) and more particularly depicted on the Phase 1 Plat Revised for Units 1, 43-50, and 57-65, as may be reasonably necessary to construct, install, inspect, maintain, repair, replace, stain and paint, as applicable, the Privacy Fence located in Privacy Fence Easement. The Association shall have an easement for entry into the unimproved portions of any Privacy Fence Unit during reasonable hours except in the case of an emergency posing an immediate threat to life or property. Neither the Declarant, the Association, nor any of their respective directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to construct, install, inspect, maintain, repair, replace, stain and paint the Privacy Fence or for any damage to any lawn or landscaping on such Privacy Fence Units in connection with the performance of obligations set forth in this Section 7.5. The Declarant, the Association, or any other authorized person undertaking such construction, installation, inspection, maintenance, repair, replacement, staining or painting of the Privacy Fence shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the construction, installation, inspection, maintenance, repair, replacement, staining or painting of the Privacy

Fence or portion thereof. (Units 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42 are collectively referred to as the "Privacy Fence Units".)

7.6 Sign and Entry Monument Easement. The Declarant hereby reserves for the benefit of the Declarant during the Declarant Control Period, and the Association thereafter, a perpetual, non-exclusive easement over the Sign Easement areas located on Unit 1 and Unit 43 (a/k/a Lots 1 and 43) and more particularly depicted on the Phase 1 Plat Revised for Units 1, 43-50, and 57-65 (Unit 1 and Unit 43 shall hereinafter be collectively referred to as the "Sign and Entry Monument Easement Units") for the purpose of erecting, installing, operating, maintaining, repairing and replacing any project signage, columns, walls, monuments, water features, and entry features, together with landscaping, lighting, utility and irrigation facilities within the Sign Easement ("Sign and Entry Monument Easement"). The Owners and Occupants of the Sign and Entry Monument Easement Units shall not obstruct access to the Sign and Entry Monument Easement, or install or remove any Improvement or installation placed in the Sign and Entry Monument Easement by the Declarant or Association, or obstruct the view of the Sign and Entry Monument Easement from Spencer Woods Road. All project signage, columns, walls, monuments and entry features, together with landscaping, lighting, utility and irrigation facilities installed in the Sign and Entry Monument Easement by Declarant shall become the Common Area of the Association upon assignment or transfer by the Declarant, and the Association shall maintain the Sign and Entry Monument Easement and the Improvements therein as part of the Common Area. Notwithstanding the foregoing, any marketing signs erected and maintained by the Declarant within the Sign and Entry Monument Easement prior to the sale of the last Unit owned by Declarant or an Affiliate of Declarant in Spencer Creek Woods shall remain the exclusive property of the Declarant or an Affiliate of Declarant and shall not be deemed part of the Common Area owned by the Association.

7.7 New 20' Private HOA Utility Easement. The Declarant hereby reserves for the benefit of the Declarant during the Declarant Control Period, and the Association thereafter, a perpetual, non-exclusive easement over the portions of the "New 20' Private HOA Utility Easement" located on Units 44, 45, 46, 47, 48, 49, 50, 51, 57, 58, 59, 60, 61, 62, 63 and 64 (a/k/a Lots 44, 45, 46, 47, 48, 49, 50, 51, 57, 58, 59, 60, 61, 62, 63 and 64) and more particularly depicted on the Phase 1 Plat Revised for Units 1, 43-50, and 57-65 (Units 44-51 and Units 57-65 shall hereinafter be collectively referred to as the "20' Private HOA Utility Easement Units"), as may be reasonably necessary for accessing, operating, maintaining, repairing and replacing the drainage facilities and systems within the New 20' Private HOA Utility Easement. The Owners and Occupants of 20' Private HOA Utility Easement Units shall not obstruct access to the New 20' Private HOA Utility Easement or install or remove any Improvement or installation placed in the New 20' Private HOA Utility Easement area by the Declarant or the Association, except as provided herein. No walls, fences or screened enclosures shall be erected or installed in a 20' Private HOA Utility Easement Unit without the prior written consent of the ARC and compliance with ARTICLE VIII. In the event a wall, fence or screened enclosure is installed within the New 20' Private HOA Utility Easement area, with prior ARC approval, the Owner will be solely responsible for the repair or replacement of such wall, fence or screened enclosure if the Declarant or the Association, as applicable, requires access to the New 20' Private HOA Utility Easement or as otherwise provided in Section 4.6 of this Declaration.

7.8 Encroachments; Easements. If (1) any Improvement on the Common Areas encroaches upon any other portion of the Property or a Unit; (2) any Improvement on any Unit encroaches upon the Common Areas; or (3) any encroachment shall hereafter occur as a result of (a) construction of any Improvements; (b) settling or shifting of any Improvement; (c) any alteration or repair to an Improvement on the Common Areas after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Improvement, then, in such event, a valid easement is granted and shall exist for such encroachment and for the maintenance of the same so long as the Improvements causing the encroachment shall stand. This provision shall not entitle any Owner to

intentionally construct Improvements which encroach upon any other portion of the Property and no easement for encroachment shall exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, Occupant or the Association.

7.9 General Maintenance Easement. There is hereby reserved for the benefit of the Declarant and the Association an alienable, transferable, and perpetual right and easement to enter upon any Property subject to this Declaration for the purpose of providing insect, rodent and reptile control, mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Property, provided that such easements will not impose any duty or obligation upon the Declarant or the Association to perform any such actions, or to provide garbage or trash removal services. The costs thereof incurred as a result of the action or inaction of any Owner shall be a Specific Assessment to be paid by such Owner, and until paid will be a continuing lien upon the Owner's Unit.

ARTICLE VIII

ARCHITECTURAL CONTROL

8.1 Architectural Approval. During the Declarant Control Period, the Declarant shall have the sole and absolute right to determine the style and appearance of the residential dwellings, and any other Improvements constructed or placed on the Property, including, but not limited to, fences, walls, buildings, outbuildings, garages, storage sheds, mailboxes, lawn decorations, yard art, structures of any type or color thereof, grading, landscaping, patio covers and trellises, plans for off-street parking of vehicles and utility layout.

After a Unit receives a certificate of occupancy or other similar certificate issued by the appropriate governmental authority, no Unit, fence, wall or other Improvement (including, but not limited to, landscaping, basketball hoops, birdhouses, pet house, paving or other improvements or changes thereto of any kind) shall be commenced, altered, removed, renovated, painted, erected, constructed or reconstructed on the Property, nor shall any addition, removal, renovation, construction, reconstruction, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of Units or other Improvements, until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same have been submitted to, and approved in writing by an Architectural Review Committee ("ARC") composed of three or more persons appointed by the Board of Directors.

The ARC shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, reconstruction, renovation, alteration, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of Spencer Creek Woods as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ARC may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving the material submitted. The ARC may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ARC of any required plans and specifications, the ARC may postpone review of any plans submitted for approval. Upon such receipt, ARC shall have thirty (30) days in which to accept, accept with conditions or reject any proposed plans. If the ARC does not reject or accept with conditions the plans and specification within such period, they shall be deemed approved.

The Association shall have the right to charge a reasonable fee, determined by the Board of Directors from time to time, for receiving and processing each application. The ARC may require, at its sole discretion, a structural engineer, architect, or other professional to review the proposed additions, alterations and Improvements, with such review to be at the Owner's sole expense. Without limiting the generality of the foregoing, the Association's review of any plans shall not be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements.

8.2 Architectural Guidelines. During the Declarant Control Period, the Declarant shall have the right to appoint, remove, and replace all members of the ARC. After the Declarant Control Period, the Board of Directors shall have the same rights as the Declarant with respect to the ARC. During the Declarant Control Period, the Declarant shall have the right to prepare and make available the initial written architectural standards and construction specifications (hereinafter the "Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. The Declarant shall have the sole and absolute authority to amend the Architectural Guidelines during the Declarant Control Period. When the Declarant no longer owns any Unit within the Property, the Board of Directors shall have the right to promulgate and/or amend the Architectural Guidelines. The ARC shall not approve any Improvements which it determines, in its sole discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Property. All additions, alterations and Improvements shall also be subject to all applicable permit requirements and all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

8.3 No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the ARC shall not be deemed to constitute a waiver of any right to withhold approval as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval.

8.4 Non-Liability of Board Members. Neither the Board nor any member thereof, nor any member of its designated ARC shall be liable to the Association or to any Owner or any other person for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of their duties hereunder. The ARC shall review and approve, approve with conditions or disapprove all plans submitted to it for any proposed Improvement, alteration or addition solely on the basis of aesthetic considerations and benefit or detriment which would result to the immediate vicinity and to Spencer Creek Woods. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials.

8.5 Restrictions on Contractors, Workers. The Association shall have the right to adopt restrictions and conditions relating the terms on which construction, restoration or maintenance of a Unit can be performed, including without limitation, the review and approval of plans, design, structural integrity, aesthetic appeal, construction details, lien protection, Association oversight, contractor's access, deliveries, and storage of materials and hours of construction and other matters relating to such work. The Association shall have the right to approve the contractor performing the work, to require that the work be performed only during certain specified hours or only on certain days so as to minimize the disruption and inconvenience to the other Owners, and to require that the contractor fulfill such bonding and insurance requirements as the Board may reasonably require. Any contractor, worker or other person who does not comply with the Association's regulations and requirements regarding construction in and

about a Unit shall be denied access to the Property and shall not be permitted to perform further work at the Property.

8.6 Exemptions. The Declarant and any Affiliate of Declarant shall be exempt from the provisions hereof with respect to Improvements, alterations and additions and removals desired to be effected by any of them and shall not be obligated to submit plans and specifications to or obtain Association or Board of Directors approval for any construction or changes which any of them may elect to make at any time. It is specifically contemplated that Declarant may, from time to time, exempt Owners from all or some of the provisions of this Article and all or some of the procedures set forth herein.

8.7 Variations. The ARC may recommend to the Board of Directors, and the Board of Directors may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in this Declaration, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property. Variances contained in plans that are inadvertently approved by the ARC as part of the proposed Improvements shall not be considered as having been approved unless specifically identified in the application and approved by the Board in accordance with the provisions of this Section 8.7. All variances shall be in writing and maintained in the books and records of the Association.

ARTICLE IX

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

9.1 Responsibilities.

9.1.1 General. The Association, subject to the rights of the Owner set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and shall keep the Common Areas in good, clean and proper condition, order and repair, which responsibility will include the maintenance, repair, and replacement of (i) the portions of the Storm Water Management System which are not maintained by a governmental entity, located within the Common Areas including, without limitation, the New 20' Private HOA Utility Easement, (ii) all roads, streets, swales, berms, sidewalks within or abutting Common Areas of the Property which are not maintained by a governmental entity, (iii) all walks, paths, landscaped areas, and other Improvements situated within the Common Areas or easements, (iv) utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Property and which are not maintained by a governmental entity, public service district, public or private utility, or other person, (v) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within or upon the Common Areas or easement areas, (vi) the Wetlands, (vii) any mail kiosk originally installed by Declarant and any comparable replacement thereof, whether on a Unit or in the Common Areas, and (viii) the Privacy Fence located on each Privacy Fence Unit. The Association will not be liable for injury or damage to any person or property (i) caused by the elements or by any Owner or any other person, (ii) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas or any other portion of the Property, or (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, or other equipment or action the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor will the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of Assessments can be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the repairs 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, the obligation to pay such Assessments being a separate and independent covenant of each Owner. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration, maintenance, management, insurance, repair and replacement of the Common Areas and the performance of its other obligations hereunder. The Association shall operate, maintain, insure, repair and replace at the Association's sole cost and expense, areas designated by the Declarant as Common Areas, whether or not title to such areas has been formally conveyed to the Association. The Association shall also be responsible for enforcement of the covenants and restrictions contained in this Declaration.

9.2 Storm Water Management System.

9.2.1 The Association shall be responsible for (1) maintaining, repairing and replacing those portions of the Storm Water Management System which are located within the Common Areas including, without limitation, the New 20' Private HOA Utility Easement, (2) maintaining the water quality and quantity standards of the approved plans, to the extent required by law, and (3) complying with any applicable current or future governmental laws, rules or regulations with respect to such portions of the Storm Water Management System. The Association is hereby granted an easement over the Property for the purpose of maintaining, repairing and replacing those portions of the Storm Water Management System not maintained by the County. The Association or its agent shall have a right of access over each Unit to maintain, repair and replace the drainage facilities located within any New 20' Private HOA Utility Easement or elsewhere in the Property, and to remove any improvements interfering with or impairing such facilities or easements reserved herein. Such right of access, except in the event of an emergency, shall not unreasonably interfere with the Owner's use of the Unit as a single family residence. Except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Owner is absent when the giving of such notice is attempted).

9.2.2 Owner Prohibitions. No Owner shall do anything within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the Storm Water Management System or the provision of drainage facilities for the Property.

9.3 Manager and Contractors. The Association may employ and pay for the services of a Person, including the Declarant to assist the Association in managing its affairs and carrying out its responsibilities hereunder (the "Manager") and such other Persons, including attorneys, accountants and other consultants, as the Association deems necessary or advisable, whether such Persons are engaged, furnished or employed by the Manager or directly by the Association. The Association may enter into a management agreement for such management services upon such terms as the Board of Directors may deem appropriate. The management fees and fees of the consultants shall be a Common Expense paid from the Annual Assessments provided in ARTICLE V of this Declaration. The payment of any management fees due to the Declarant may, at Declarant's option, be deferred until such later date as Declarant, in its sole discretion, deems appropriate. Furthermore, any management fees due to Declarant may, at Declarant's option, be credited against any Assessments or other amounts due or to be coming due from the Declarant, if any.

Furthermore, the Association may employ and pay for the services of a Person, including the Declarant, to assist the Association in undertaking the maintenance and repair responsibilities of the Association provided in Section 9.1 of this Declaration (the "Contractor"), and such other Persons, as the Association deems necessary or advisable, whether such Persons are engaged, furnished or employed by the Contractor or directly by the Association. The Association may enter into maintenance service agreements for such maintenance and repair responsibilities of the Association provided in Section 9.1 of

this Declaration, upon such terms as the Board of Directors may deem appropriate. Such fees shall be a Common Expense paid from the Assessments provided in ARTICLE V of this Declaration. The payment of any such fees due to the Declarant may, at Declarant's option, be deferred until such later date as Declarant, in its sole discretion, deems appropriate. Furthermore, any such fees due to Declarant may, at Declarant's option, be credited against any Assessments or other amounts due or to be coming due from the Declarant, if any.

9.4 Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Articles or Bylaws of the Association.

9.5 Insurance; Bonds. The Association shall procure and maintain adequate commercial general liability insurance covering the Association and the Common Areas. The Association shall also procure and maintain full insurable replacement value hazard insurance on the Common Areas and other real or personal property owned by the Association (subject to reasonable deductibles), and shall procure and maintain officers' and directors' and the ARC liability insurance and errors and omissions liability insurance, and shall also procure such other insurance as it deems necessary or advisable, including, without limitation, workers' compensation insurance. The premiums for such insurance shall be a Common Expense paid from the Assessments provided in ARTICLE V of this Declaration. The Association may cause any or all persons responsible for collecting and disbursing monies of the Association to be bonded and the premium for such bonds shall be a Common Expense. All insurance policies described herein purchased by the Association shall be issued by an insurance company authorized to do business in South Carolina or by reputable surplus lines carriers offering policies for property in South Carolina and rated, at minimum, A-VII by A.M. Best, if available. If not, then the next highest rating available.

9.6 Implied Rights. The Association may exercise any other right or privilege and take any action authorized by this Declaration, the Association's Articles or Bylaws, or the Nonprofit Corporation Act, as from time to time amended, and every other right or privilege reasonably necessary to effectuate the exercise of any right or privilege or the taking of any action authorized herein or therein.

ARTICLE X

OWNERS MAINTENANCE OBLIGATIONS

10.1 Lawn Maintenance Standards. All lawns, landscaping and any Improvements not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Spencer Creek Woods by the Owner of each Unit. All improved Units must have grass lawns; no gravel or similar type lawns are permitted. Each Owner is specifically responsible for maintaining all grass, exposed dirt, landscaping and Improvements within any portion of the yard of a Unit in accordance with the following standards (the "Lawn Maintenance Standards").

10.1.1 Landscaping. No Owner shall plant landscaping of any kind including, without limitation, trees, bushes, flowers, and plants which encroach upon any Common Area easement portion of a Unit. Each Owner shall be responsible to remove any landscaping, not including grass or sod, planted by such Owner in any such Common Area easement portion of a Unit upon ten (10) days' notice by the Declarant during the Declarant Control Period, and thereafter by the Association. If Owner does not remove such landscaping installed by such Owner within such area within ten (10) days of receipt of notice, the Declarant or the Association may, but are not obligated to, remove such landscaping and

assess Owner the cost thereof, plus the reasonable administrative expenses of the Declarant or the Association in the form of a Specific Assessment.

10.1.2 Trees. Trees are to be pruned as needed.

10.1.3 Shrubs. All shrubs are to be trimmed as needed.

10.1.4 Grass.

10.1.4.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall the grass on an Owner's lawn exceed four inches (4") in height.

10.1.4.2 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

10.1.4.3 Dead Grass. Each Owner shall be responsible to replace dead grass. Neither Declarant nor Association shall be responsible to replace dead grass.

10.1.4.4 Landscape Replacement. Each Owner shall be responsible for replacing any dead, dying, diseased or removed landscaping within such Owner's Unit at least two (2) times a year, during Spring and Fall, at such Owner's sole cost and expense.

10.1.5 Mulch. Mulch is to be turned four (4) times per year and shall be replenished as needed on a yearly basis.

10.1.6 Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

10.1.7 Fertilization. Fertilization of all turf, trees and shrubs shall be performed approximately two (2) times a year, during Spring and Fall.

10.1.8 Irrigation. Owners shall be responsible for irrigating grass as needed and maintaining sprinkler heads on a monthly basis.

10.1.9 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment for weed removal is permitted.

10.1.10 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all landscaping maintenance operations shall be removed and all areas left in clean condition before the end of the day.

10.1.11 Additional Lawn, Landscaping and Grounds Maintenance for the Wetland/Pond Adjacent Units. The Owners of Units 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 75 and 76 (a/k/a Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 75 and 76) and depicted on the *Revised Record Plat Spencer Creek Woods Phase 1 Lots 72 Through 76 and 19*, dated July 18, 2012 and filed Of Record in Plat Book L12 at Page 0197, Office of the RMC for Charleston County, South Carolina ("Phase 1 Plat Revised for Units 72 Through 76 and 19") ("Wetland/Pond Adjacent Units") which lie within the vicinity of, border or contain portions of the Wetlands/Ponds as depicted on the *Final Record Plat of Spencer Creek Woods Phase 1, Lots 1 through 86*, dated June 15, 2012 and filed Of Record in Plat Book L12 at Page 0173, Office of the RMC for Charleston County, South Carolina ("Phase 1 Plat") and the Phase 1

Plat Revised for Units 72 Through 76 and 19, shall maintain the lawns, landscaping, and grounds on and within their Units to the water level of such Wetlands/Ponds. The Owners of Wetland/Pond Adjacent Units shall also be obligated to maintain the landscaping between the Lot boundaries of their respective Units and the water portion of the Wetlands abutting such Units. Each Owner of a Wetland/Pond Adjacent Unit hereby grants the Association an easement of ingress and egress across the unimproved portions of his Unit to all Wetlands/Ponds for the purpose of monitoring compliance with the requirements of this Section 10.1.11. The Board may establish from time to time additional maintenance standards for the lawns, landscaping, and grounds maintenance by Owners of Wetland/Pond Adjacent Units. The Association shall have the right to inspect each Wetland/Pond Adjacent Unit to verify that each Owner has complied with its obligations hereunder and under any additional lawns, landscaping, and grounds maintenance standards adopted by the Board respecting the Wetland/Pond Adjacent Units, as amended from time to time.

10.2 Driveway Repair. Each Owner shall be responsible for the timely repair, maintenance and/or replacement of the driveway comprising part of the Unit and the driveways in the Common Areas between the lot line of each Unit and the roadways within Spencer Creek Woods. Each Owner shall repair or replace all damage to such driveway whether caused by the Declarant, Association or holder of any easement over which such driveway is constructed or otherwise.

10.3 Roofs; Windows. Each Owner shall be obligated to maintain, repair, replace, reconstruct or restore all roofs, exterior walls, interior walls, party walls, party fences, windows, doors, structural elements, mechanical, electrical, plumbing and life safety systems of his or her Unit, including without limitation, all mortar, tie beams, roof trusses, joists, decking, roof tiles, shingles, fascia, soffits, cementitious siding (*e.g.* Hardiboard siding), framing, insulation, cleaning or painting of exterior paintable surfaces of exterior walls and doors of a Unit, all of which shall be solely the Owner's responsibility. In addition, each Owner shall be obligated to maintain, repair, replace, reconstruct any fence, decorative wall, spa, pool, fountain, patio, courtyard paving, hot tub, barbecue, outdoor furnishings, additional landscaping, screening or other Improvements installed or constructed on a Unit by its Owner or Occupant, all of which shall be solely the Owner's responsibility. This provision shall not be construed as allowing for the construction or installation of any such Improvements without the prior written consent of the ARC.

10.4 Painting. Each Owner shall be obligated to periodically paint and caulk the exterior paintable surfaces of exterior walls and entry doors of his or her Unit, at his or her sole cost and expense. If the ARC determines in its sole discretion that a Unit needs to be repainted, Owner shall repaint his or her Unit within forty-five (45) days' written notice by the ARC.

10.5 Enclosed Common Area. If an Owner has enclosed the yard of a Unit, or any portion thereof, with ARC approval, or has blocked access to any portion of the yard of a Unit, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association. The foregoing shall not be deemed to permit the making of any such enclosure.

10.6 Failure to Maintain. If an Owner fails to maintain or repair the Unit or the Improvements thereon in accordance with this ARTICLE X, including, without limitation, such Owner's compliance with the Lawn Maintenance Standards in Section 10.1 and the driveway maintenance provisions in Section 10.2, the Association, after giving such Owner at least ten (10) days' written notice, shall have the right, but not the obligation, to undertake such maintenance at the Owner's expense. Each Owner, by accepting title to his Unit, grants Association an easement over his or her Unit for the purpose of verifying compliance with the requirements of this ARTICLE X and such entry shall not constitute a trespass. The cost and expense of any maintenance or repairs provided by or under the direction of the Association pursuant to this Section 10.6 plus an administrative and overhead fee equal to the greater of

\$35.00 or twenty five (25%) percent of the cost of such maintenance or repairs (or such other amount determined by the Board of Directors in its sole discretion, subject to limitations contained in applicable law), shall be charged to the non-complying Owner as a Specific Assessment, secured by a lien against the Unit as provided in ARTICLE V of this Declaration. Association shall have the right to enforce the provisions in this ARTICLE X by all necessary legal action.

ARTICLE XI

USE RESTRICTIONS.

11.1 Residential Use Only. Use and occupancy of the Units is restricted to residential uses only and for single-family occupancy. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Unit for such Owner's personal use; provided, however, business invitees, customers and clients shall not be permitted to meet with an Owner or Occupant in a Unit unless the Board provides otherwise in the rules and regulations. Notwithstanding the foregoing, the Declarant, an Affiliate of Declarant or a Builder shall be permitted to use Units which the Declarant owns or leases as model homes, and for offices for sales, leasing, construction, management or related services.

11.1.1 When used herein, "single-family occupancy" shall mean occupancy by (a) an individual and the individual's children and/or parents, or (b) two or more persons related by blood, marriage, adoption, guardianship, or duly-authorized custodial relationship and their children and/or parents, or (c) any two unrelated persons and the children and/or parents related to either of them, or (d) a group of no more unrelated persons than the number of bedrooms in the residence located on the Unit, living together as a single housekeeping unit. A group of unrelated persons will be deemed to be living together as a "single housekeeping unit" when the occupants have a family-like structure, and/or a sharing of responsibility associated with the household such as equitable rent, use of space, etc. This definition is intended to exclude (i) any group whose association is temporary or seasonal in nature, such as a group of college students sharing a house, and (ii) any group providing a framework for transients or transient living.

11.2 Nuisances. No noxious or offensive trade or activity shall be carried on upon any Unit or the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners and Occupants of Spencer Creek Woods.

11.3 Building Setback Requirements. All setback requirements for Units within the Property, as indicated on the recorded Plat(s) for the Property, shall be the same as those imposed by governmental authority having jurisdiction over the Property.

11.4 Improvements and Lawns. Unless specifically identified and provided for in this Declaration as the responsibility of the Association, all maintenance and repair of Units, together with all other Improvements thereon or therein and all lawns, landscaping, grounds and irrigation on and within a Unit will be the responsibility of the Owner thereof. Each Owner will be responsible for maintaining his Unit in a neat, clean, and sanitary condition, and such responsibility will include the maintenance and care of all exterior surfaces of all dwellings, buildings, and other structures on the Unit and all lawns, trees, shrubs, hedges, grass, and other landscaping in accordance with the Lawn Maintenance Standards set forth in Section 10.1.1. Each Unit on which there is a completed residential dwelling shall be maintained in a neat condition by the Owner thereof. In this context, the word "Unit" shall include that portion of the property from the outside of the residential dwelling on the applicable lot to the adjacent paved road surface.

11.5 Walls, Fences and Screened Enclosures. No walls, fences or screened enclosures shall be erected or installed within a Unit without the prior written consent of the ARC. In the event a wall, fence or screened enclosure is installed within a drainage easement area with prior ARC approval, the Owner will be solely responsible for the repair or replacement of such wall, fence or screened enclosure as provided in Section 4.6 of this Declaration. No chain link fencing of any kind shall be allowed. All fences shall be constructed utilizing wood materials, stained (opaque stain) and approved by the Board of Directors as to the manufacturer of the stain and color. Owners shall keep all fences located on their Units painted at all times; no unfinished wood shall be exposed. All fencing installed within the Unit abutting a waterbody shall be a maximum of four feet (4') in height and all other fencing installed within the Unit shall be a maximum of six feet (6') in height, unless otherwise approved by the ARC and in compliance with ARTICLE VIII. All enclosures of balconies or patios shall be approved by the ARC.

11.6 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Unit, except that a reasonable number of domestic cats and dogs may be kept provided they are kept within the dwelling and are not kept, bred, or maintained for any commercial purposes. Notwithstanding the foregoing, no dogs of the Doberman Pinscher, Rottweiler or "Pit Bull" breed shall be kept in or on the Property (including the Units). A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No person owning or having custody of a permitted animal shall allow the animal to stray or go upon another Owner's Unit without the consent of such other Owner. No animals shall be permitted on or in the Common Areas at any time except as permitted by the rules and regulations of the Association or by applicable law. The Board may establish reasonable rules to limit the number of allowed pets. Pets shall be kept on a leash at all times when outside the dwelling, and the Owner shall clean up after his or her pet. No animal shall interfere with, intimidate, threaten or have a reasonable likelihood of interfering with, intimidating or threatening any Owner, Occupant, other person, other pet, or the peaceful and quiet enjoyment of any other Owner or Occupant, person or other pet. At any time and in its sole and absolute discretion, the Board may require the owner of any prohibited animal or any permitted animal which interferes with, intimidates or threatens any person or other pet at the Property or which causes or results in an unreasonable disturbance, to permanently remove such animal from the Property promptly after notice by the Association. Neither the Declarant, the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any Owner or Occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Declarant, each Owner and the Association in such regard.

11.7 Vehicles, Trailers, Campers and Boats. No commercial vehicles, terrain vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of any other description shall be permitted to be parked or to be stored at any place on any Unit, except (a) during the periods of approved construction on a Unit if used in connection with the approved construction, or (b) when parked out of view in an enclosed garage on such Unit. The term "commercial vehicle" shall include all equipment, automobiles, trucks, vehicles, including station wagons or SUVs, which bear a sign, lettering, graphics, logo or equipment or have printed on same some reference to any commercial undertaking or enterprise. This restriction on parking shall not apply to temporary parking of commercial vehicles, such as for pick-up, delivery, and other commercial services, during the period reasonably necessary to load, unload or perform the commercial service, as applicable. Nor shall this restriction apply to the temporary parking of public service vehicles, including, without limitation, law enforcement vehicles, for purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, emergency medical, garbage collection and the delivery of mail, or to the permanent parking of passenger type public service vehicles of an Owner or Occupant of a Unit. No vehicle which is unlicensed or inoperable may be kept or stored on the Property except out of view in an

enclosed garage on a Unit. No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Unit other than minor repairs, cleaning or waxing which is completed in less than 24 hours.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed, booted or immobilized by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of two or more hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing, booting or immobilizing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Notwithstanding anything contained herein to the contrary, the Board of Directors shall have the authority to waive any of the provisions of this Section 11.7 on a case-by-case basis due to hardship.

11.8 Storm Water Management System. Each Owner of a Unit which borders any portion of the Storm Water Management System shall maintain any portion of that Owner's Unit lying within such portion of the Storm Water Management System free of debris but shall not remove any wetlands species or do anything that would affect adversely water quality within the Storm Water Management System. Swimming, bathing, fishing and boating in the Storm Water Management System is prohibited. All other uses of Storm Water Management System shall be subject to the prior written approval of the Association and such rules and regulations as the Association may adopt from time to time.

11.9 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Property or within any Unit, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ARC and in accordance with all applicable federal, state, and local laws, rules, and regulations.

11.10 Exclusion of Above Ground Utilities. All electrical service, telecommunications, cable television and broadband internet lines shall be placed underground; provided, however, that the normal service pedestals, etc., used in conjunction with such underground utilities shall be permitted within the Property. Overhead utilities shall be permitted during the construction period and until utility companies can place them underground.

11.11 Drainage. No Owner shall channel or direct drainage water onto a neighboring Unit or Common Areas except in accordance with a drainage plan approved by the Declarant. No Owner shall make any change to or modification of the originally established grades, swales and slopes on a Unit in any way that changes or impedes the originally established flow of storm water drainage.

11.12 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Spencer Creek Woods that is visible from the outside of a Unit or vehicle parked within the Property without the without obtaining the prior approval of the Declarant during the Declarant Control Period and the ARC thereafter; provided however, signs required by governmental agencies and approved by the Declarant or the ARC, as applicable, may be displayed (e.g. permit boards). No sign

may be placed in the window of a Unit or vehicle parked within the Property. The Declarant, any Affiliate of Declarant and any Builder shall be exempt from this Section. No in-ground flag poles (except as Declarant may use) shall be permitted within Spencer Creek Woods without obtaining the prior approval of the Declarant during the Declarant Control Period and the ARC thereafter. Notwithstanding the foregoing, flags which are no larger than 24" x 36" attached to a Unit and displayed for the purpose of a holiday or sporting event, and United States of America flags shall be permitted without Declarant or ARC approval. Any such flag displayed for a holiday or sporting event may be installed up to seventy-two (72) hours prior to and must be removed no later than forty eight (48) hours following such holiday or sporting event, or as the Board of Directors may otherwise determine. Notwithstanding the foregoing, no Declarant or ARC approval is necessary for the installation of a United States of American flag, up to two feet (2') by four feet (4') in size, posted on a three foot (3') pole and attached at a forty five degree (45°) angle from the Unit.

11.13 Trees. No Owner, other than the Declarant, an Affiliate of Declarant or a Builder, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four and one-half (4-1/2') feet above the ground level, or other significant vegetation as designated, from time to time, by the ARC, without obtaining the prior approval of the Declarant during the Declarant Control Period and the ARC thereafter, provided that dead or diseased trees which are inspected and certified as dead or diseased by the Declarant or ARC (as applicable), as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Unit by the Owner thereof. Nothing herein shall be construed so as to limit any applicable law or ordinance.

11.14 Garbage Disposal. Each Owner shall maintain all trash receptacles, racks or similar facilities in a sanitary condition, and in accordance with such reasonable standards as established by the Declarant during the Declarant Control Period and thereafter by the ARC. Except when placed curb-side on the day of or the night before regularly scheduled garbage and trash pick-up days, all garbage and trash containers and bags and the like shall be kept in a closed garage or other approved building within the Unit or placed inside of or behind opaque walls, fences or hedges attached to and made part of the Unit or any garage or other building or otherwise in conformity with applicable provisions of the Architectural Guidelines, if any. Garbage and trash containers and bags and the like shall in no event be visible from any adjacent or neighboring Unit, Common Area or street. No garbage or trash incinerator shall be permitted upon the Property. No burning, burying or other disposal of garbage on any Unit or within the Property shall be permitted (except licensed contractors may burn construction debris if, and only if, permitted to do so by the Declarant during the Declarant Control Period and thereafter by the ARC alone and such is permitted by federal, state, and local laws, rules and regulations, but only during the period of construction of Improvements on the Unit); provided, however, the Declarant shall be permitted to modify the requirements of this Section 11.14 where necessary to comply with orders of governmental bodies.

11.15 Games and Play Structures. No play or game structures, including basketball hoops, soccer goals or tennis courts, shall be located on any Unit or Common Areas without the prior written consent of the ARC and compliance with ARTICLE VIII. Portable basketball poles are permitted provided they are put away each night no later than sunset in such a manner that they are not left in any driveway or visible from any street (e.g., by placement in the garage of a Unit or by laying the pole down in a rear yard of the Unit). Except as permitted in this Section 11.15, there shall be no permanent athletic equipment (e.g., hockey or soccer nets or goals; skateboard, bicycle or rollerblade ramps, etc.) placed on any portion of a Unit that is visible from any adjacent or neighboring Unit, Common Area or street. Temporary skateboard, bicycle and rollerblade ramps may not cause the user to be propelled onto any street or sidewalk. All portable athletic equipment shall be removed from driveways and placed in a home, garage or rear yard of the Unit each night.

11.16 Clothes Hanging. No laundry or clothes-drying lines or areas shall be permitted outside of any building on any Unit unless the same shall be placed inside of walls, fences, landscaping screens or similar type enclosures in conformity with applicable provisions of the Architectural Guidelines, if any, or rules and regulations adopted and promulgated by the Association with respect thereto. In no event shall any laundry or clothes-drying lines or areas be permitted if visible from any adjacent or neighboring Unit, Common Area or street.

11.17 Auxiliary Structures. No platform, doghouse, playhouse, storage shed or auxiliary structure of any kind or nature shall be constructed on any part of a Unit without the prior written consent of the ARC and compliance with ARTICLE VIII.

11.18 Antenna Devices. An antenna device that is (a) designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter; or (b) designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or (c) designed to receive television broadcast signals (hereinafter, "antenna device") shall be permitted in the rear yard of a Unit. However, no antenna device installed on any Unit shall be visible from any street, adjacent Unit, or from the Common Areas, without the prior written approval thereof being first obtained from the ARC as required by this Declaration. The ARC may require, among other things that all such antenna devices be screened and/or landscaping be installed around such antenna devices so that they are not visible from the street, adjacent Units, or from the Common Areas. Any antenna device installed in the Unit above roof height shall be subject to the prior written approval of the ARC. No Owner or Occupant shall operate any antenna device which will interfere with the radio or television reception of others. All antenna devices not permitted by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antenna devices shall comply with restrictions adopted by the Board of Directors and shall be governed by the then current rules of the FCC. Notwithstanding the foregoing, the Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other antenna device for a master antenna, cable, or other communication system for the benefit of all or a portion of Spencer Creek Woods, should any antenna device, or other master system or systems be utilized by the Association and require such antenna device.

11.19 Holiday Lights. A reasonable number of holiday and religious lights and decorations may be displayed on any Unit for up to thirty (30) days prior to a publicly observed holiday or religious observance and up to ten (10) days thereafter without prior approval, subject to the right of the Association or the Declarant to require removal of any such decorations which it deems to (i) be excessive in number, size, or brightness, relative to other Units in the area; (ii) draw excessive attention or traffic; (iii) unreasonably interfere with the use and enjoyment of neighboring properties; or (iv) cause a dangerous condition to exist. The Association shall have the right, upon fifteen (15) days prior written notice, to enter upon any Unit and summarily remove exterior lights or decorations displayed in violation of this Section 11.19. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion, or damage of any kind except intentional misdeeds and gross negligence.

11.20 Development, Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, the Declarant and its Affiliates agents, employees, successors, and assigns, including any Builder to which the Declarant assigns the rights hereunder and as may be further restricted by the Declarant under any such assignment, are permitted to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the development, completion, improvement, sale, lease or resale of the whole or any portion of the Property, including, without limitation, the installation and operation of development, sales,

leasing, resales and construction trailers and offices, signs and models, provided that the location of any such trailers of any assignees of Declarant's rights under this Section 11.20 are subject to the Declarant's prior written approval. The rights under this Section 11.20 to maintain and carry on such facilities and activities will include specifically the right to use a Unit's dwelling as a model and as offices for sales, leasing, construction, management or related activities.

11.21 Window Coverings; Storm Shutters. Unless the Board of Directors otherwise agrees, the only acceptable window coverings that may be affixed to the interior of any windows visible from any street, adjacent Unit, or from the Common Areas are drapes, blinds, shades, shutters and curtains. The side of such window coverings that is visible from the exterior of any Improvements must be white, off-white or, if blinds or shutters, a natural wood color, unless otherwise approved by the ARC and in compliance with ARTICLE VIII. Only clear glass is permitted in any window and no window tinting or reflective coating may be affixed to any window that is visible from any street, adjacent Unit, or from the Common Areas, unless otherwise approved by the ARC and in compliance with ARTICLE VIII. Installation of storm shutters is permitted. Any storm shutters installed on a Unit shall be attached to the residence to cover windows and sliding glass doors and shall be removable. The color of the storm shutters must be as close to the color of the residence as possible. Storm shutters may be put up forty-eight (48) hours prior to a predicted landfall of a named storm and must be removed within forty-eight (48) hours after a named storm passes, or, in the event access to the Unit is blocked by storm debris or other storm damage, within forty-eight (48) hours after access to the Unit is open. Color, size, style and all other specifications of storm shutters installed in Spencer Creek Woods shall be subject to review and approval of the ARC and compliance with ARTICLE VIII.

11.22 Privacy Fence Restrictions. The Owners and Occupants of the Privacy Fence Units shall not obstruct access to the Privacy Fence, or alter, deface, destroy, dismantle or remove any portion of the Privacy Fence without the prior written consent of the Declarant or the Association, as applicable. In the event any act or omission of the Owner or Occupant of a Privacy Fence Unit constitutes a violation of, or non compliance with, the provisions of this Section 11.22, the Association, after giving such Owner at least seven (7) days' written notice, shall have the right, but not the obligation, to undertake such repair or replacement of the portion of the Privacy Fence which is located upon the Privacy Fence Unit at the Owner's expense. Each Owner of a Privacy Fence Unit, by accepting title to his Unit, grants the Association an easement over his or her Unit for the purpose of monitoring compliance with the requirements of this Section 11.22, and such entry shall not constitute a trespass. The cost and expense of any repair or replacement provided by or under the direction of the Association pursuant to this Section 11.22, plus reasonable administrative and overhead fee equal to the greater of \$35.00 or twenty five (25%) percent of the cost of such maintenance or repairs (or such other amount determined by the Board of Directors in its sole discretion, subject to limitations contained in applicable law), shall be charged to the non-complying Owner as a Specific Assessment, secured by a lien against the Unit as provided in ARTICLE V of this Declaration. Association shall have the right to enforce the provisions in this Section 11.22 by all necessary legal action.

11.23 Additional Use Restrictions. The Board of Directors may adopt such additional use restrictions, rules or regulations, applicable to all or any portion of the Property as permitted by applicable law. The Association may waive or modify application of those use restrictions which it has authority to enforce with respect to Unit(s) as the Board deems appropriate.

11.24 Declarant's Improvements. The provisions of this ARTICLE XI shall apply to all of the Property and the use thereof but shall not apply to the Declarant or its designees. Nor shall this ARTICLE XI apply to any assignee of the Declarant who purchases Units or portions of the Property from Declarant and is expressly exempted in writing by Declarant from all or some of the provisions of this ARTICLE XI.

11.25 Other Rights and Reservations. THE OMISSION OF ANY RIGHT OR RESERVATION IN THIS ARTICLE WILL NOT LIMIT ANY OTHER RIGHT OR RESERVATION BY THE DECLARANT WHICH IS EXPRESSLY STATED IN OR IMPLIED FROM ANY OTHER PROVISIONS IN THIS DECLARATION.

ARTICLE XII

SALE, LEASE OR OCCUPANCY OF UNITS.

No Owner other than the Declarant may sell, occupy or lease a Unit unless the Owner complies with the following provisions:

12.1 Notice of Sale or Lease. In the event an Owner sells or leases or otherwise transfers or disposes of any Unit, the Owner must furnish to the Association in writing the name and address of such purchaser, Tenant, or transferee at least fifteen (15) days prior to such sale, lease or transfer.

12.2 Leased Units. An Owner may lease his Unit; provided, however, that any lease must be for a term of not less than six (6) months. No leases for commercial purposes are allowed (for example, no Unit shall be leased for office purposes). Only entire Units may be leased. In no event shall occupancy of a leased Unit (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. No subleasing or assignments of leases of a Unit are allowed. All leases shall be in writing and shall contain the following provisions:

12.2.1 Each Tenant shall comply with, and all leases shall require the Tenant to comply with the covenants, terms, conditions and restrictions of the Governing Documents. A violation of any of the terms of any of the Governing Documents shall constitute a material breach of the lease and shall constitute grounds for damages, termination of the lease and eviction by the Owner or Association.

12.2.2 The Association has the right to collect all rental payments due to the Owner on not less than fourteen (14) days prior notice to Owner and Tenant and to apply all rental payments against unpaid Assessments and other financial obligations of the Owner to the Association if, and to the extent that, the Owner is in default in the payment of Assessments; and

12.2.3 The Board of Directors shall have the power and authority to terminate the lease and/or bring proceedings to evict the Tenant in the name of the Owner if either the Tenant defaults under the lease, or the Tenant fails to comply with the Governing Documents or the Association forecloses a lien for unpaid Assessments on the Unit.

12.2.4 This Declaration and the rules and regulations then in effect must be provided to the Tenant by or on behalf of the Owner at or before the commencement of the lease term; provided, however, that such Tenant's obligations under this Section 12.2 shall not be affected by the failure to receive such notice. All leases are hereby subordinated to any lien filed by the Association, whether prior or subsequent to such lease.

If an Owner fails to include the foregoing provisions in any lease, the provisions shall be deemed to be included and part of the lease. An Owner shall furnish the Association with a copy of each lease of his Unit prior to the date the Tenant takes possession of the Unit, as set forth in Section 12.3 below.

12.3 Lease Applications, Screenings and Approvals. Each lease, together with an application signed by both the Owner and prospective Tenant, in a form approved by Association, shall be submitted to Association at least fifteen (15) days prior to commencement of the lease term. The Association shall

have the right to charge the Owner a nonrefundable lease application fee in the amount of One Hundred Dollars (\$100.00), as adjusted for CPI-U. Such lease application fee may also be increased from time to time by the Board of Directors. The Association shall have the right, but not the obligation, to screen each prospective Tenant and adult Occupant identified in the lease at the Owner's cost and expense, and to conduct a background check on such prospective Tenant and/or adult Occupant, which background check may include, without limitation, a criminal background check on the prospective Tenant and adult Occupant and a personal credit history of the prospective Tenant. The Association shall have the right to charge the Owner for all costs associated with such background check(s) in addition to the lease application fee. The Association shall have the right to disapprove the lease and the occupancy of the Unit by the Tenant and/or adult Occupant for any one or more of the following reasons:

12.3.1 The application on its face indicates that the prospective Tenant or Occupant intends to conduct himself in a manner inconsistent with the provisions of the Governing Documents or any rules and regulations of the Association, as amended from time to time;

12.3.2 The prospective Tenant or Occupant has been convicted of a felony involving violence to persons or damage to property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or is a convicted sexual predator or sexual offender;

12.3.3 The prospective Tenant or Occupant has a history of conduct which evidences disregard for the property of others or the rights of others to peaceful enjoyment of their Units;

12.3.4 The prospective Tenant evidences a strong probability of financial inability to pay the rent and/or other financial obligations under the lease;

12.3.5 The prospective Tenant or Occupant, during previous occupancy in Spencer Creek Woods, has failed to comply with the Governing Documents or any rules and regulations of the Association;

12.3.6 The prospective Tenant gives false, misleading or incomplete information to the Association as part of the application procedure, including without limitation, fails to provide the names of all persons who will be Occupants residing at the Unit under the lease; or

12.3.7 The Owner is more than thirty (30) days past due in the payment of his or her Assessments at the time approval of the lease is sought.

Subject to any applicable law, within fifteen (15) days after receipt of any and all information requested by the Association pursuant to this Section 12.3 the Association shall either approve or disapprove the proposed transaction. If the Association has not taken action within (15) days after its receipt of all information requested by the Association pursuant to this Section 12.3, the Lease is deemed approved. Any Lease disapproved by the Association shall be null and void unless subsequently approved by the Association. Notwithstanding the foregoing, if, at any time after the proposed transaction is approved the Association determines through screening or otherwise that the Tenant or adult Occupant meets any of the criteria identified in subsections 12.3.1 through 12.3.7, then the Association shall have the right to subsequently disapprove the Tenant, terminate the lease, require the Owner to terminate the lease or bring proceedings to evict the Tenant in the name of the Owner or the Association, all as permitted by applicable law.

12.4 Association's Right to Collect Rents. To the extent not prohibited by law, if a Unit is occupied by a Tenant and the Owner is delinquent in paying any monetary obligation due to the

Association, the Association may make a written demand that the Tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Owner related to the Unit have been paid in full to the Association. The Tenant must pay the monetary obligations to the Association until the Association releases the Tenant or the Tenant discontinues tenancy in the Unit.

12.4.1 Before the Association may collect rental payments due a delinquent Owner from the Tenant, the Association must provide the Tenant a notice, by hand delivery or United States mail, in substantially the following form:

Pursuant to Section 12.4 of the Declaration of Covenants, Restrictions and Easements for Spencer Creek Woods, the Association demands that you pay your rent directly to the Association and continue doing so until the Association notifies you otherwise.

Payment due the Association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to ...(full address)..., payable to...(name)....

Your obligation to pay your rent to the Association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide the Association with written proof of your payment within 14 days after receiving this notice and your obligation to pay rent to the Association would then begin with the next rental period.

12.4.2 The Association must mail written notice to the Owner of the Association's demand that the Tenant make payments to the Association.

12.4.3 The Association shall, upon request, provide the Tenant with written receipts for payments made.

12.4.4 The Owner/landlord shall be deemed to release and waive any claim against the Tenant and Association related to the rent paid by the Tenant to the Association after the Association has made written demand on the Tenant as a result of the Owner's delinquency in paying any monetary obligation due the Association. Each Owner/landlord hereby indemnifies and agrees to hold harmless the Tenant, Association and its officers and directors from any and all claims, liabilities, losses, costs, injuries, and expenses (including attorneys fees and costs at trial and appellate levels) arising out of or related to any claim related to the rent paid by the Tenant to the Association after the Association has made written demand.

If the Tenant paid rent to the Owner/landlord for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the demand, the Tenant shall begin making rental payments to the Association for the following period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Owner until the Association releases the Tenant or the Tenant discontinues tenancy in the Unit.

12.5 Owner Responsible for Conduct of Tenants and Occupants. The Owner of a Unit is responsible for all conduct of each Occupant of the Unit, including without limitation, any claim for injury or damage to persons or property caused by the acts or omissions of the Owner's Occupants. Regardless of whether or not expressed in the lease, each Owner shall be jointly and severally liable with the Tenant to the Association for any amount incurred by the Association to repair any damage to any

Common Area resulting from acts or omissions of the Tenant or its family, Occupants, guests or invitees, or for the acts and omissions of the Tenant or its family, Occupants, guests or invitees which constitute a violation of, or non compliance with, the provisions of this Declaration or any other Governing Documents or any rules and regulations adopted by the Association from time to time (before or after the execution of the lease) and for payment of any claim for injury or damage to property caused by the negligence of the Tenant or its family, Occupants, guests or invitees, and the Association may levy an Specific Assessment against the Unit therefor.

12.6 Use of Common Areas. When a Unit is leased, the Tenant shall have all use rights in Common Areas otherwise readily available for use generally by Owners, and the Owner of the leased Unit shall not have such rights, except as a guest of another Owner or the Tenant. Nothing herein shall interfere with the access and eviction rights of the Owner as a landlord pursuant to South Carolina law.

12.7 Declarant's Exemptions. Declarant and its designees shall be exempt from the provisions of Sections 12.1, 12.2, 12.3 and 12.6. It is specifically contemplated that Declarant may, from time to time, exempt Owners from all or some of Sections 12.1, 12.2, 12.3 and 12.6, and, without limiting the generality of Section 1.2 hereof, may alter the procedures set forth herein as to any such exempted party

ARTICLE XIII

AMENDMENTS

13.1 Amendment by Declarant. During the Declarant Control Period, this Declaration and the other Governing Documents may be amended or supplemented by the Declarant alone without the consent or joinder of any other Owner, the Association or any mortgagee.

13.2 Amendments After the Declarant Control Period. After the Declarant Control Period, the Declaration may be amended by not less than two-thirds of the Voting Interests. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant, a Builder or any Affiliate of the Declarant respectively without the prior written consent of whichever of them is affected.

13.3 Corrective Amendments. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by the Declarant alone during the Declarant Control Period and thereafter by the Board of Directors without the need for approval of the Owners.

13.4 Amendments Required by Secondary Mortgage Market. The Declarant shall have an absolute right to make any amendments to the Declaration and other Governing Documents (without any other party's consent or joinder including without limitation the Association or any Owners) that are requested or required by Fannie Mae, Freddie Mac, HUD and VA, or any other governmental, quasi-governmental or government-chartered entity which owns, guarantees, services or securitizes, or expects to own, guarantee, service or securitize one or more Mortgages on Units or other portions of the Property or to insure the payment of one or more such mortgages or that are requested or required or necessitated by a change in the guidelines or requirements of any Institutional Mortgagee to enhance the salability of its mortgages on Units or other portions of the Property to one or more of the foregoing.

13.5 Amendment Limitation in Favor of Eligible Mortgagees. No amendment may be adopted which changes the rights of an Eligible Mortgagee set forth in ARTICLE VI, or which would eliminate, modify, prejudice, abridge or otherwise materially adversely affect any rights, benefits or priorities granted or reserved to mortgagees of Units or make any materially adverse change in the insurance provisions of this Declaration unless a majority of the Eligible Mortgagees (based on the original principal amount of their first mortgages) approve the amendment.

Except as specifically provided herein, the consent or approval of any lien or mortgage holder on a Unit shall not be required for the adoption of any amendment to this Declaration, and whenever the consent or joinder of the holder of any lien or mortgage is required, such consent or approval shall not be unreasonably withheld or delayed. Whenever the consent or approval of an Eligible Mortgagee or a mortgagee is required by this Declaration, any other Governing Documents, or any applicable statute or law to any action of the Association or to any other matter relating to the Property, the Association, the Board, this Declaration or any other Governing Documents, the Association shall request such consent or approval of such Eligible Mortgagee or other mortgagee by written request addressed to the Eligible Mortgagee or other mortgagee at the most recent address provided in writing by such mortgagee. In the event a mortgagee whose consent is required has not provided an address to the Association, the Association shall be entitled to rely on the identity and address of the holder of the mortgage set forth in the mortgage or assignment thereof filed Of Record in the County. Any Eligible Mortgagee or other mortgagee receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the Association), which response must be received by the Association within sixty (60) days after the Eligible Mortgagee or other mortgagee receives such request. If the Association does not receive the response in a timely manner, the Eligible Mortgagee or other mortgagee shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by a majority of the Members of the Board of Directors or by the President and Secretary of the Association, which affidavit, where necessary, may be filed Of Record in the County. Such affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained.

13.6 Execution and Recording. An amendment, other than amendments made by the Declarant alone pursuant to this Declaration, shall be evidenced by a certificate of the Association, executed either by the President or Vice President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate is filed Of Record.

ARTICLE XIV

ADDITIONAL RIGHTS OF THE DECLARANT

14.1 General. Notwithstanding any other provision in the Declaration or other Governing Documents to the contrary, until such time as Declarant, an Affiliate of Declarant or a Builder have completed all of the contemplated Improvements in the Property and have sold all of the Units within the Property, the Declarant and each Affiliate of the Declarant shall have, in addition to its other rights, the rights described below:

14.1.1 Effectuation of General Plan of Development. The right to modify the master plan, execute all documents and take all actions affecting any portion of the Property owned or controlled by it which, in its sole discretion, are desirable or necessary to effectuate or facilitate the development of Spencer Creek Woods.

14.1.2 Platting. The right to plat, re-plat, subdivide and re-subdivide any portion or portions of the Property owned or controlled by it.

14.1.3 Development Planning. The right to determine, in its sole discretion, the type of Improvements, if any, to be constructed on any portion of the Property owned or controlled by it and the Common Areas and the right to revise its plans concerning such Improvement.

14.1.4 Declarant's Right To Change Development. With the approval of the appropriate governmental authority, and subject only to such terms and conditions as such authority may impose, Declarant shall have the right, without consent or approval of the Owners or the Association, to create Units, add, eliminate or alter Common Areas, and change, combine, eliminate, increase, reconfigure or reallocate Units within the Property.

14.1.5 Construction. The right to construct and maintain, on any portion of the Property owned or controlled by it or the Common Areas, any Improvements it considers desirable; the right to construct walks, drives, ramps and parking facilities flush against and as a continuance of similar Improvements located on portions of the Property not owned or controlled by it even if doing so entails an encroachment upon the latter property; and the right to construct and maintain temporary sales, resales and leasing offices, temporary construction offices, storage facilities and general business offices. The rights shall include but not be limited to a right of ingress and egress by any and all types of vehicles and equipment to, through, over and about the Common Areas during whatever period of time the Declarant, its Affiliates or any Builder is engaged in any development, construction or improvement work on or within the Property as well as an easement over the Common Areas for the parking and storage of materials, vehicles, tools, equipment and the like which are being utilized in such work.

14.1.6 Marketing. The right to sell, lease, resell, market, promote, operate, and manage existing and planned Units (and portions thereof), which right shall include (though not be limited to) the right to construct and maintain marketing, sales, resales, leasing and management offices and models and to be open for business seven (7) days per week on any portion of the Property owned or controlled by it and the Common Areas, to solicit and receive the visits of unlimited numbers of prospective purchasers and Tenants (all of whom shall have the right while visiting to use parking spaces on the Common Areas), and to place signs, lighting, flags, banners and other promotional devices on any portion or portions of the Property owned or controlled by it or the Common Areas without regard to the size or aesthetic appeal of such signs or devices.

14.1.7 Alteration of Common Areas. The right, without the vote or consent of the Association or Owners, to expand, alter, modify or add to all or any part of the Common Areas or any Improvements thereon. Declarant shall also have the right to alter the boundaries of the Common Areas, whether or not they have been previously deeded to the Association, provided that such alteration does not substantially, materially and adversely affect the function and use of the Common Areas. The Association and each Owner hereby irrevocably appoints the Declarant as his attorney-in-fact to execute and/or deliver any documents, plats, deeds, or other written matters necessary or convenient to expand, reduce, alter, modify or add to the Common Areas or Property, or both, to create easements as deemed necessary by Declarant, and to alter the boundary or boundaries of the Common Areas.

14.1.8 Use of Common Areas. The Declarant, its Affiliates and (to the extent authorized in writing by Declarant) any Builder shall have the right to non exclusive use of the Common Areas, without charge, for sales, resales and leasing activities, promotions, special events, signage, display, access, ingress, egress, construction and exhibit purposes during the period of construction, development, sale and leasing of any of the land or Units owned by Declarant and its Affiliates within the Property. Further, the Declarant shall have the right to permit Persons other than Owners to use certain portions of the Common Areas under such terms as Declarant, its successors and assigns, may from time to time desire without interference from the Association. Without limiting the generality of the foregoing, the Declarant may grant employees of the Declarant and their families the right to use all Common Areas.

Without limiting the foregoing, Declarant shall have the right to maintain or permit any Affiliate, Builder or others to maintain marketing, sales, leasing and management offices, Unit models, administrative offices, and construction offices (which may be trailers or temporary or permanent buildings), or any or all of same, on Units or the Common Areas. Declarant shall also have the right to grant the right to use the Common Areas to a prospective purchasers, in Declarant's sole discretion, and to conduct any and all other marketing, sales, leasing and management activities deemed appropriate by the Declarant, and to permit Affiliates of Declarant, Builders and others to exercise such rights in conjunction with or separate from the Declarant.

14.1.9 Loans to Association. Subject to the provisions of Section 5.6 of this Declaration, Declarant shall have the right, but not the obligation, to lend money to the Association in such amounts and upon such terms and conditions as to which the Declarant and Association may agree. Payments due to the Declarant under any such loans may, at Declarant's option, be credited against any Assessments or other amounts coming due at any time from the Declarant.

14.1.10 Limit on Modification of Common Areas. In exercising any of the rights provided or granted under this ARTICLE XIV, neither Declarant, nor the Association shall revoke, modify or amend this Declaration in a manner that reduces the size of the Common Areas to less than the area required by the appropriate governmental authority as of the date of this Declaration.

14.2 Assignment. Without limiting the generality of Section 14.1 hereof, the Declarant shall have the right to assign the rights reserved to Declarant in this Declaration or other Governing Documents, in whole or in part, to any one or more Declarants, Affiliates or Builders.

14.3 Association's Obligation of Cooperation. The Association shall accept conveyance of any Common Areas conveyed to it, in fee or by easement, by Declarant, an Affiliate of Declarant or a Builder, or, at the request of Declarant or an Affiliate of Declarant, by an owner of any property within or to be annexed into the Property and, upon request of Declarant and without further consideration, shall execute any document necessary to evidence such acceptance. Neither the Association nor its Members, nor the use of the Common Areas by the Association and its Members, shall interfere with or impede the construction or completion of the Improvements or the marketing, sale, resale or leasing of Units by the Declarant, Affiliates of Declarant or Builders of Units.

14.4 No Amendment. In addition to all other rights of the Declarant, no amendment shall be made to this Declaration, and no rule or regulation shall be adopted, interpreted or enforced by the Association, so as to modify the Assessments or other charges applicable to the Declarant or an Affiliate of Declarant or assessed against the Units owned by either, or which shall restrict, impair, or, in Declarant's sole judgment, materially adversely affect the rights and activities of the Declarant or an Affiliate of Declarant with regard to construction, use of Common Areas, where permitted hereunder, and delegation of the right to use the Common Areas, or the use, construction, marketing, sale, resale, leasing or management of Units by the Declarant, an Affiliate of Declarant or Builder, whether or not such activities are enumerated in the preceding paragraphs, without the express prior written consent of Declarant.

14.5 Assignment of Declarant's Rights to the Association. The Declarant reserves the right to assign to the Association, at its sole discretion, all or a portion of its rights reserved in this Declaration. The Association hereby agrees to accept any and all assignments of rights hereunder, and no further action will be required by the Association.

14.6 Easement. There is hereby created and reserved a blanket easement for the Declarant and each Affiliate of the Declarant to enable each of them and (to the extent authorized in writing by

Declarant) any Builder to exercise the rights set forth in the Governing Documents free of any interference by the Association or by any Owner.

14.7 Control of Declarant. Notwithstanding any other provision to the contrary in this Declaration or the other Governing Documents, the Declarant hereby retains for the duration of the Declarant Control Period the right to appoint and remove any member or members of the Board of Directors and any officer or officers of the Association. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that the Declarant will have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 14.7. The provisions of this Section 14.7 are supplemental to, and not in substitution of, other rights retained by the Declarant pursuant to this Declaration.

14.8 Injunctive Relief for Interference. The Declarant and each Affiliate or assignee of the Declarant shall be entitled to injunctive relief for any actual or threatened interference with its or their rights under this Article, in addition to whatever remedies at law it or they might be entitled to.

ARTICLE XV

GENERAL PROVISIONS

15.1 Enforcement. The Declarant, Association or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Further, the Board of Directors shall have the right to file Of Record a notice of violation of this Declaration or the Bylaws of the Association, or any rules, regulations, use restrictions, or design guidelines promulgated by the Association and to assess the cost of recording and removing such notice against the Owner in violation of the Declaration.

15.2 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property will be prohibited or held invalid, such prohibition or invalidity will not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

15.3 Termination. The covenants and restrictions of this Declaration are appurtenant to and shall run with and be binding upon the Property and the Owners thereof for a term of thirty (30) years from the date this Declaration is filed Of Record, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a vote of the Owners as set forth below. After the expiration of the Declarant Control Period, this Declaration may be terminated during the first thirty (30) year period commencing with the effective date of this Declaration with a vote of seventy-five (75%) percent of the Voting Interests, and thereafter with a vote of sixty-seven (67%) percent of the Voting Interests; provided, however, that during the Declarant Control Period, no termination adopted by the Owners shall be effective unless and until such termination is approved in writing by the Declarant. Termination shall be evidenced by a certificate of the Association, executed either by the President or Vice President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. A termination of the Declaration is effective when the applicable certificate is filed Of Record, and upon recordation, it shall be binding on all Units within the Property

and the Owners thereof, without regard to whether the Owner of such Unit voted for or against the termination.

The termination of this Declaration as provided in this Section 15.3 shall not, by itself, terminate the Association. The Members and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in the Governing Documents and the Nonprofit Corporation Act, to the extent necessary for winding up the affairs of the Association.

Upon the dissolution of the Association, and after discharging all the liabilities and obligations of the Association and consistent with law, the remaining assets shall, at the discretion of the Board of the Association, be (i) distributed to the Members of the Association, (ii) distributed to the Association's successor nonprofit corporation or its affiliated nonprofit organization, (iii) distributed to another eleemosynary corporation, preferably one similar to the Association, or (iv) distributed any other manner permitted under the Nonprofit Corporation Act.

15.4 Interpretation. In all cases, the provisions set forth or provided for in this Declaration will be construed together and given that interpretation or construction which, in the opinion of the Declarant or the Board of Directors will best effect the intent of the general plan of development. The provisions hereof will be liberally interpreted and, if necessary, they will be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration will be given full force and effect notwithstanding the existence of any zoning ordinance or building codes that are less restrictive. The effective date of this Declaration will be the date of its filing Of Record. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration will be construed under and in accordance with the laws of the State of South Carolina. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the word "including" means "including, without limitation".

15.5 Subdivision of Units. No Unit within the Property may be subdivided by sale or otherwise so as to reduce the Unit's total lot area shown on the recorded plat, except by or with the consent of the Declarant and, if required, by the appropriate governmental authority.

15.6 Rules and Regulations; Enforcement. The Board of Directors shall have the authority to adopt additional rules and regulations governing the use of the Common Areas and shall furnish a written copy of said rules and regulations to the Owners of each Unit at least thirty (30) days before such rules and regulations become effective.

In addition to any other rights and remedies that the Association may have under the Bylaws and this Declaration, the Association may impose sanctions for a violation of this Declaration, the Bylaws of the Association, the rules and regulations adopted Association, and any restrictive covenants applicable to the Property, in accordance with procedures set forth in the Bylaws, which sanctions may include, without limitation, reasonable monetary fines, which shall constitute a lien upon the Unit of the violator to the extent permitted by law, and suspension of the right to vote and the right to use the Common Areas and any facilities thereon (except legal access to an Owner's Unit).

In addition, as provided in the Bylaws, the Association may exercise self-help to cure violations (specifically including, but not limited to, the towing, booting or immobilization of Owner and Tenant vehicles that are in violation of parking rules pertaining to the Units, the Common Areas and any private sidewalks, roads and rights-of-way within the Common Areas, and sidewalks, roads and rights-of-way

prior to their turnover to and acceptance by a public authority for ownership and maintenance) and may suspend the right of an Owner to use any Common Areas (except legal access to the Owner's Unit) within the Property if the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge due to the Association.

The Association shall at all times have the right and easement to go upon any Unit for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of the Architectural Guidelines applicable to the Property. Any entry onto any Unit for purposes of exercising this power of self-help shall not be deemed as trespass. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions, or in any case in which the Board reasonably determines that it is not in the best interest of the Association to pursue its remedies at law or in equity. Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction or rule.

15.7 Dispute Resolution.

15.7.1 Consensus for Association Action.

15.7.1.1 No judicial or administrative proceeding with an amount in controversy exceeding \$100,000.00, adjusted for CPI-U, will be commenced or prosecuted by the Association unless approved by seventy-five (75%) percent or more of the Voting Interests. This Section will not apply, however, to (A) actions brought by the Association to enforce the provisions of the Governing Documents, including, without limitation, the foreclosure of liens; (B) the imposition, collection and enforcement of Assessments; (C) proceedings involving challenges to ad valorem taxation; (D) counterclaims brought by the Association in proceedings instituted against it; or (E) actions brought by the Association to enforce written contracts with its suppliers and service providers. This subsection 15.7.1.1 will not be amended unless the amendment is approved by the same percentage of Voting Interests, and pursuant to the same procedures necessary to institute proceedings as provided above.

15.7.1.2 Prior to the Association or any Member commencing any proceeding to which the Declarant, an Affiliate of Declarant or a Builder is a party, including, without limitation, a proceeding based on an alleged defect in any Improvement, the Declarant, an Affiliate of Declarant or a Builder shall have the right to be heard by the Members, or the particular Member, and to have access to inspect and correct the condition of or redesign any portion of any Improvement as to which a defect is alleged or to otherwise correct or resolve the dispute.

15.7.2 Alternative Method for Resolving Disputes. Declarant, its officers, directors, members, managers, employees and agents, the Association, its officers, directors and committee members, its Affiliates, all Owners, Members, and any Builder or Affiliate of Declarant, and their respective officers, directors, members, managers, employees and agents, and any other Person not otherwise subject to this Declaration who agrees to submit to this Section 15.7 (each such Person being herein referred to as a "Bound Party" or, in groups, as the "Bound Parties") each agrees to encourage the amicable resolution of disputes between and among themselves, as well as the architects, engineers, design professionals and construction contractor of the Property, each of whom are intended to be, and shall be, a third-party beneficiary hereof, involving the Declaration or any portion of the Property, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to

submit those claims, grievances and disputes described in subsection 15.7.3 hereof (herein referred to as the "Claims") to the procedures set forth in subsection 15.7.5 hereof.

15.7.3 Claims. Each Bound Party covenants and agrees that all claims, grievances and disputes, including those in the nature of counterclaims or cross-claims, and whether based upon contract, tort, statute, common law or otherwise, between and among Bound Parties involving the Declaration or the Association (but not matters applicable solely to the Association and the Declaration), including without limitation, claims, grievances or disputes arising out of or relating to the design and/or construction of or the Property, or any portion thereof, or interpretation, application or enforcement of the Declaration (collectively "Claims"), except for exempt claims under subsection 15.7.4, are subject to the procedures set forth in subsection 15.7.5.

15.7.4 Unless specifically exempted below, all Claims between any of the Bound Parties, regardless of how such Claims might have arisen or on what they might be based, including, but not limited to, Claims: (i) arising out of or relating to the interpretation, application or enforcement of the Governing Documents or the rights, obligations and duties of any Bound Party under the Governing Documents; (ii) relating to the design and construction of Improvements; or (iii) based on any statements, representation, promises, warranties, or other communications alleged to have been made by or on behalf of any Bound Party, shall be subject to the provisions of subsection 15.7.5 hereof.

Notwithstanding the foregoing, unless all parties to any such dispute otherwise agree in writing, the following shall not be deemed to be Claims covered by this subsection 15.7.4 and shall not be subject to the provisions of subsection 15.7.5.

15.7.4.1 any proceeding by the Association against any Bound Party to enforce the provisions of ARTICLE V of this Declaration, including without limitation any action to collect Assessment or enforce the Association's lien;

15.7.4.2 any proceeding by the Association or the Declarant to obtain a temporary restraining order or injunction (or equivalent equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the *status quo* and preserve the Association's or the Declarant's ability to act under and enforce the provisions of ARTICLE VIII, ARTICLE X and ARTICLE XI of this Declaration;

15.7.4.3 any proceeding between or among Owners, which does not include the Declarant, Affiliate of Declarant, a Builder, or the Association as a party, if such proceeding asserts a Claim which would constitute a cause of action independent of the Governing Documents; or

15.7.4.4 any proceeding in which no Bound Party is an indispensable party.

With the consent of all parties thereto, any dispute involving any of the foregoing excepted actions may be submitted to the alternative dispute resolution procedures set forth in subsection 15.7.5.

15.7.5 Mandatory Procedures.

15.7.5.1 Notice. Any Bound Party having a Claim (the "Claimant") against any other Bound Party (the "Respondent") (the Claimant and the Respondent being herein individually referred to as a "Party" and collectively as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

15.7.5.1.1 the nature of the Claim, including the persons or entities involved and the Respondent's role in the Claim;

15.7.5.1.2 the legal basis of the Claim (i.e., the specific provisions of the Governing Documents or other authority out of which the Claim arises);

15.7.5.1.3 the proposed remedy; and

15.7.5.1.4 the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

15.7.5.2 Negotiation and Mediation.

15.7.5.2.1 The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors may appoint a representative to assist the Parties in their negotiations.

15.7.5.2.2 If the Parties do not resolve the Claim within 30 days after the date of the Notice (or within such other time period as may be agreed upon by the Parties), Claimant shall have an additional 30 days in which to submit the Claim to mediation under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial or Construction Industry Mediation Rules, as appropriate.

15.7.5.2.3 If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge the Respondent from any liability to any Person other than the Claimant.

15.7.5.2.4 Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to AAA mediation, or within such other time as may be determined by the mediator or agreed to by the Parties, the mediator shall issue a written notice of termination of the mediation process, which notice shall state that the Parties are at an impasse and set forth the date that mediation was terminated (hereinafter "Termination of Mediation").

15.7.5.2.5 Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all fees and expenses of the mediator and the administrative fees of mediation. If the Parties agree to a resolution of a Claim through negotiation or mediation as set forth in this subsection 15.7.5, and any Party thereafter fails to abide by the terms of the settlement agreement, any other Party may file suit or initiate arbitration proceedings to enforce the agreement without the need to again comply with the procedures set forth in this subsection 15.7.5. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or, if more than one Party is in noncompliance, from all non-complying Parties pro rata) all costs incurred by such Party in enforcing the agreement, including, without limitation, attorneys' fees and court costs.

15.7.5.3 Binding Arbitration.

15.7.5.3.1 After Termination of Mediation, Claimant shall be entitled to submit the Claim to final, binding arbitration under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. No Claim subject to this subsection 15.7.5, whether by the provisions thereof or by agreement of the Parties, shall be submitted to or decided by or in a court of law. Any judgment upon the award entered by the arbitrator may be entered in and enforced by a court of competent jurisdiction. If the amount claimed by the Claimant, or by the Respondent in a counterclaim, exceeds \$250,000, as adjusted by CPI-U, the Claim shall be heard and determined by three arbitrators. Otherwise, unless the Parties otherwise agree, the Claim shall be heard and determined by one arbitrator. An arbitrator shall have expertise in the areas of the Claim, which may include legal expertise if legal issues are involved.

15.7.5.3.2 Each Party shall bear its own costs of the arbitration, including attorneys' fees, and each Party shall share equally all fees and expenses of the arbitrator and the administrative fees of arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting Party shall be awarded reasonable attorneys' fees and expenses incurred in defending such contest. All decisions regarding the arbitrability of any Claim shall be decided by the arbitrator(s).

15.7.5.3.3 The award of the arbitrator shall be accompanied by detailed written findings of fact and conclusions of law. Except as required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties involved in the arbitration.

15.7.6 Amendment of Section 15.7. Notwithstanding any other provision of this Declaration, this Section 15.7 may not be amended prior to the expiration of thirty (30) years from the date this Declaration is filed Of Record without the prior written consent of the Declarant.

15.8 Creation of New Board. Upon the expiration of the Declarant Control Period, control of the Board will pass to the Owners as provided in the Bylaws. Following election of a new Board of Directors, the Declarant will deliver all property, books, accounts, records and accounts or funds, which the Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which the Declarant has in its possession or control.

15.9 CPI-U. Whenever a specific dollar amount is recited in this Declaration or the other Governing Documents, unless limited by law or by the specific text hereof or unless held to be unconscionable, such amounts shall be increased from time to time by application of a nationally recognized consumer price index using the date of recordation of the Declaration as the base month and year. The index used shall be that published by the United States Department of Labor, Bureau of Labor Statistics, designated as "Consumer Price Index, all urban consumers, United States, 1982-84 = 100, all items". If the Bureau of Labor Statistics shall change the method for determining the consumer price index or in the event the Bureau of Labor Statistics shall cease to publish said statistical information and it is not available from any other source, public or private, then the Board shall choose a reasonable alternative to compute such increases.

15.10 Waiver of Jury Trial. Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 15.7, then the Bound Parties agree to the following provisions: Neither the Association, Declarant, Declarant's Affiliates, Builder, Owner, Tenant, Occupant or any other Bound Party nor any successor, heir, executor or personal representative of such party, or any such other person

or entity shall seek a jury trial in any lawsuit, proceeding, counterclaim or any other litigation procedure based upon or arising out of the Governing Documents. Nor shall the Association, Declarant, Declarant's Affiliates, Builder, Owner, Tenant, Occupant or any other Bound Party seek to consolidate any such action, in which a jury trial has been waived, with any other action in which a jury trial cannot or has not been waived.

15.11 Attorneys' Fees; Enforcement Costs. Except as otherwise provided in the Declaration, if any legal action or other proceeding is brought for the enforcement of the Governing Documents, including without limitation, because of any Assessments, fines, or any alleged dispute, breach, default or misrepresentation in connection with any provisions of the Governing Documents, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

15.12 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration will be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions will continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Rose Kennedy, mother of U. S. Senator Edward Kennedy, deceased.

15.13 No Affirmative Obligation Unless Stated. ANY RESERVATION OR RIGHT OF THE DECLARANT WHICH IS STATED IN OR IMPLIED FROM THIS DECLARATION WILL NOT GIVE RISE TO ANY AFFIRMATIVE OBLIGATION OR DUTY ON THE PART OF THE DECLARANT UNLESS EXPRESSLY STATED IN THIS DECLARATION.

15.14 No Implied Liabilities or Duties. ANY RULES OR REGULATIONS ESTABLISHED BY THE DECLARANT PURSUANT TO THIS DECLARATION WILL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY PROPERTY OWNER.

15.15 Rights of Third Parties. This Declaration will be filed Of Record for the benefit of the Declarant, the Owners, and their mortgagees as herein provided, and by such recording, no adjoining property owner or third party will have any right, title or interest whatsoever in the Property, except as expressly provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof. Subject to the rights of the Declarant and mortgagees as herein provided, the Owners will have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining owner or third party.

15.16 Notice of Sale, Lease, or Mortgage. In the event an Owner sells, leases, or otherwise disposes of any Unit, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, Tenant or transferee prior to such sale, lease or transfer.

15.17 No Trespass. Whenever the Association, the Declarant, Affiliate of Declarant, Builder or ARC is permitted by this Declaration to enter upon, correct, repair, clean, maintain, preserve, or do any other action within any portion of the Property, the entering thereon and the taking of such action will not deem to be trespass.

15.18 Notices and Disclaimers as to Water Bodies. NEITHER DECLARANT, THE ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY STORMWATER

MANAGEMENT SYSTEMS, WETLANDS OR WATER BODIES WITHIN SPENCER CREEK WOODS, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY OR CONTRACTED FOR WITH AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY INHABIT OR ENTER INTO STORMWATER MANAGEMENT SYSTEMS, WETLANDS AND WATER BODIES WITHIN SPENCER CREEK WOODS AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

15.19 COVENANTS RUNNING WITH THE LAND. IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THE COVENANTS IN THE GOVERNING DOCUMENTS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTY. IF ANY PROVISION OR APPLICATION OF THE COVENANTS IN THE GOVERNING DOCUMENTS WOULD PREVENT THE COVENANTS FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THE COVENANTS IN THE GOVERNING DOCUMENTS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THE OTHER COVENANTS IN THE GOVERNING DOCUMENTS RUN WITH THE LAND) BE ACHIEVED.

15.20 CONSTRUCTION AND OTHER ACTIVITIES. ALL OWNERS AND THEIR FAMILY MEMBERS, TENANTS AND OCCUPANTS ARE HEREBY PLACED ON NOTICE THAT DECLARANT OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO SPENCER CREEK WOODS. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF SPENCER CREEK WOODS, EACH SUCH OWNER AND THEIR FAMILY MEMBERS, TENANTS AND OCCUPANTS AUTOMATICALLY ACKNOWLEDGE, STIPULATE AND AGREE (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO SPENCER CREEK WOODS WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) THAT DECLARANT AND THE OTHER AFORESAID PARTIES WILL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS, FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (4) THAT ANY PURCHASE OR USE OF ANY PORTION OF SPENCER CREEK WOODS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING, AND (5) THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE OR ALLOW THE USE OF THE APPLICABLE PORTION OF SPENCER CREEK WOODS.

15.21 Railroad Tracks. A railroad track or line (the "Train Line") lies approximately ½ mile east of Spencer Creek Woods. As of the date of this Declaration, the Train Line is in active use (the "Trains"). The Trains may operate lights, blow whistles, horns and other noisemaking devices near the Property at various times, including at night and on weekends. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY BY ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE, MORTGAGE, LEASEHOLD, LICENSE AND OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY AND FOR ADDITIONAL CONSIDERATION RECEIVED AT CLOSING, DO HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT, ITS AFFILIATES, BUILDERS, THE ASSOCIATION, THEIR MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTIONS, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH HE/SHE MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF HIM/HER HEREAFTER CAN, SHALL OR MAY HAVE FOR, UPON OR BY REASON OF THE IMPACT OF THE TRAINS WHICH ARE IN ACTIVE USE, INCLUDING, BUT NOT LIMITED TO THE NOISE AND VIBRATION CREATED THEREBY. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF SOUTH CAROLINA.

15.22 Notices. Notices required hereunder will be in writing and will be delivered by hand or sent by United States Mail, postage prepaid or delivered by a nationally recognized delivery service. All notices to Owners will be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the address of such Owner's respective Unit. All notices to the Association will be delivered or sent to the Association in care of the Declarant at the Declarant's main office, 1941 Savage Road, Suite 100C, Charleston, South Carolina 29407-4788, Attention: Land Development Manager, or to such other address as the Association may from time to time notify the Owners. All notices to the Declarant will be delivered or sent to the Declarant's main office, 1941 Savage Road, Suite 100C, Charleston, South Carolina 29407-4788, Attention: Land Development Manager, or to such other address as the Declarant may from time to time notify the Association. Notices to Eligible Mortgagees will be delivered or sent to such Eligible Mortgagees as provided in Section 6.2. Notices to any other person or persons entitled to same hereunder will be delivered or sent to such address or addresses as such person or persons specify, from time to time, in writing to the sender, or, in the absence thereof, to such address or addresses as will, in the exercise of reasonable judgment by the sender, reasonably expected to be received by such person or persons.

IN WITNESS WHEREOF, the undersigned Declarant has hereby caused this instrument to be signed, sealed, and delivered as of this 23 day of January, 2013.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

DECLARANT

[Signature]
Witness Number 1

LENNAR CAROLINAS, LLC, a Delaware limited liability company

[Signature]
Witness Number 2

By: [Signature] (SEAL)

Name: Sam Sparks

Title: Vice President

Date Executed: 1/23/13

STATE OF SC)
COUNTY OF Charleston)

I, VILMA THIEBAUD, a Notary Public for SC, do hereby certify that SAM SPARKS, the VP of Lennar Carolinas, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 23rd day of January, 2013

[Signature] (SEAL)

Notary Public for SC
My commission expires: _____

VILMA THIEBAUD
Notary Public
STATE OF SOUTH CAROLINA
My Commission Expires 01-26-2019

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

ALL that certain piece, parcel or lot of land, lying and being in the State of South Carolina, County of Charleston being shown and designated as Tract A-3 75.370 acres on a plat entitled "Plat Showing Subdivision of TMS 393-00-00-006 Property of Griffith & Knapp Properties a Partnership Located in Ladson, Charleston County, S.C.", dated December 12, 1984, by Davis and Floyd, Inc. recorded December 28, 1984, in Plat Book BC at Page 106 and having, according to said plat, metes and bounds as shown thereon.

AND

ALL those certain pieces, parcels or lots of land, lying and being in the State of South Carolina, County of Charleston being shown and designated as Tract "A-3" containing 50.064 acres, Tract "A-4" containing 4.286 acres and Tract "A-5" containing 20.932 acres on that certain plat of "Subdivision Survey showing the Subdivision of Tract A-3 to Form Tracts "A-4" and "A-5" by Joseph D. Eelman, SC RLS, dated September 10, 2003 and recorded September 1, 2004 and recorded in the public records for Charleston County in Plat Book EH at Page 318, said plat being made a part and parcel hereof.

AND

ALL of which is more fully shown as Tract "A-3", Tract "A-4" and Tract "A-5" on that certain plat entitled, "Subdivision Plat of New Tract 'A-3' (80.228 acres) into Tract 'A-3' (50.160 acres) & Tract 'D' (30.068 acres), Property of MHJW III, LLC, Located in the City of North Charleston, Charleston County, South Carolina", by Stantec Consulting Services Inc., dated September 23, 2009, and to be recorded in the RMC Office for Charleston County, South Carolina.

DERIVATION: This is the property conveyed to Lennar Carolinas, LLC, by virtue of that certain Special Warranty Deed recorded April 13, 2012 in Deed Book 245, at Page 276, RMC Office for Charleston County, South Carolina.

TMS No's: 393-00-00-011;
~~393-00-00-059;~~ and
~~393-00-00-050.~~

KNOW ALL MEN BY THESE PRESENTS THAT the Declarant does hereby declare as follows:

1. Definitions. Except as set forth in this Paragraph 1, the words used in this Amendment of Declaration, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Declaration, as may be amended and supplemented hereby.
2. Amendment of Exhibit "A". Exhibit "A" of the Declaration is amended by deleting the legal descriptions therein provided and substituting a new Exhibit "A," to evidence the recording of a plat separating Tract A-3 and Tract D, and as noted in Special Note #1 to the therein described plat recorded in Plat Book L14, Page 0016, that the survey reestablished a property line between Tract A-3 and Tract D purportedly abandoned by a plat recorded in Book EK, Page 088, which new Exhibit "A" shall read as shown on Exhibit "A" hereto and made a part hereof by this reference.
3. Declarant Certification. By execution hereof, the Declarant does hereby certify that pursuant to the provisions of Section 13.1 of the Declaration that it has power and authority to amend the Declaration as provided in this Amendment of Declaration.
4. Effective Date; Completeness. This Amendment of Declaration shall become upon the recording hereof in the RMC. Except as herein provided, the Declaration shall remain in full force and effect, and as amended and supplemented hereby, shall constitute the complete text of said instrument as of the date hereof.

[Remainder of Page Purposely Blank]

IN WITNESS WHEREOF, the undersigned Association has hereby caused this instrument to be executed the day and year first above written.

LENNAR CAROLINAS, LLC,
a Delaware limited liability company

[Signature]
As a V.P.

By: [Signature]
Print Name: SAM SPARKS
Its: V.P.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 25th day of February, 2014 by LENNAR CAROLINAS, LLC, a Delaware limited liability company, by SAM SPARKS, its V.P.

[Signature]

Notary Public for: SC

My Commission Expires: 2/19/2016

(AFFIX SEAL)

Notary Public
STATE OF SOUTH CAROLINA
My Commission Expires 01-26-2019

VILMA THIEBAUD
Notary Public
STATE OF SOUTH CAROLINA
My Commission Expires 01-26-2019

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

ALL those certain pieces, parcels or lots of land, lying and being in the State of South Carolina, County of Charleston being shown and designated as Tract "A-4" containing 4.286 acres and Tract "A-5" containing 20.932 acres on that certain plat of "Subdivision Survey showing the Subdivision of Tract A-3 to Form Tracts "A-4" and "A-5" by Joseph D. Eelman, SC RLS, dated September 10, 2003 and recorded September 1, 2004 and recorded in the public records for Charleston County in Plat Book EH at Page 318, said plat being made a part and parcel hereof.

– and –

ALL that certain piece, parcel or lot of land shown and designated as "RESIDUAL TRACT A-3, LENNAR CAROLINAS, LLC, TMS NO. 393-00-00-011, 49.582 ACRES," on a survey entitled, "PLAT SHOWING THE SUBDIVISION OF TRACT A-3 (TMS NO. 393-00-00-011) TO REESTABLISH TRACT D (TMS NO. 393-00-00-181) AND RESIDUAL TRACT A-3 (TMS NO. 393-00-00-011) AND THE ABANDONMENT OF THE PROPERTY LINE BETWEEN TRACT D (TMS NO. 393-00-00-181) AND TRACT C (TMS NO. 393-00-00-065) AND THE SUBSEQUENT COMBINATION OF TRACT C AND TRACT D TO CREATE NEW TRACT C CONTAININ 314.793 ACRES OWNED BY JT CK PALMETTO, LP" by HLA INC dated January 13, 2013 and recorded February 3, 2014 in Plat Book L14, Page 0016.

DERIVATION: This is the property conveyed to Lennar Carolinas, LLC, by virtue of that certain Special Warranty Deed recorded April 13, 2012 in Deed Book 245, at Page 276, RMC Office for Charleston County, South Carolina.

TMS No's: 393-00-00-059 (Tract A-4); and
 393-00-00-060 (Tract A-5), and
 393-00-00-011 (Tract A-3)

RECORDER'S PAGE



NOTE: This page MUST remain with the original document

Filed By:

PARKER POE ADAMS & BERNSTEIN LLP
PO BOX 160

CHARLESTON SC 29402-0160

*CNT
DW*

RECORDED		
Date:	March 7, 2014	
Time:	3:01:03 PM	
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Charlie Lybrand, Register Charleston County, SC		

MAKER:

LENNAR CAROLINAS LLC

RECIPIENT:

NA

Original Book:

0306

Original Page:

133

of Pages: 5

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Note:

Recording Fee	\$ 10.00
Extra Reference Cost	\$ -
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 10.00

DRAWER **Drawer 2**
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REC'D. PAYMENT 4/7/14
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RMC OFFICE
CHARLESTON COUNTY, SC

170572 0306 Page 133

Prepared by and Return to:
Robert H. Mozingo, Esquire
Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, S.C. 29401
(843) 579-7844

STATE OF SOUTH CAROLINA) SECOND AMENDMENT OF DECLARATION
) OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
COUNTY OF CHARLESTON) SPENCER CREEK WOODS
[Declaration Recorded in Book 0306 at Page 133]

THIS Second Amendment of Declaration of Covenants, Restrictions and Easements for Spencer Creek Woods (this "Amendment") entered into effective the 5 day of January, 20 15, by Lennar Carolinas, LLC, a Delaware limited liability company (hereinafter sometimes referred to as "Lennar," and at other times as "Declarant").

WITNESSETH:

WHEREAS, pursuant to the Declaration of Covenants, Restrictions and Easements for Spencer Creek Woods ("Original Declaration") dated January 23, 2013, and recorded on January 24, 2013, in the Office of the Register of Mesne Conveyance for Charleston County, South Carolina (the "RMC Office") in Book 0306 at Page 133, as amended by that certain Amendment of Declaration of Covenants, Restrictions and Easements for Spencer Creek Woods ("First Amendment") dated February 25, 2014, and recorded on March 7, 2014, in said RMC Office in Book 0392 at Page 353 (the Original Declaration and the First Amendment being collectively referred to herein as the "Declaration"), Declarant made certain properties in Charleston County, South Carolina subject to the Declaration; and

WHEREAS, pursuant to Section 13.1 of the Original Declaration, as amended, during the Declarant Control Period, the Declarant has the unilateral right to amend the Declaration without the consent of any other Owner or the Association, and the Declarant Control period has not expired; and

WHEREAS, Declarant wishes to amend the Declaration as provided in this Amendment.

KNOW ALL MEN BY THESE PRESENTS THAT the Declarant does hereby declare as follows:

1. Definitions. Except as set forth in this Paragraph 1, the words used in this Amendment, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Declaration, as may be amended and supplemented hereby.
2. Amendment of Section 5.12 (Working Capital Contribution) and Section 5.13 (Resale Capital Contribution). Sections 5.12 and 5.13 of the Original Declaration, as amended, are hereby deleted in their entirety and replaced with the following:

“5.12 Working Capital Contribution. The Declarant shall establish in the name of the Association a fund (“Working Capital Fund”) for the purpose of having funds available for initial and non-recurring items, capital expenses, permit fees, licenses, utility deposits, advance premiums for insurance policies and coverages and other expenses for operation of the Association pursuant to this Declaration. Each time the Declarant conveys a Unit to a purchaser other than an Affiliate or Builder, the Declarant shall collect from the purchaser of the Unit an amount (“Working Capital Contribution”) equal to one-half (½) of the Annual Assessment then in effect. When an Affiliate or Builder conveys a Unit to a purchaser, the Affiliate or Builder shall collect from the purchaser of the Unit the amount of the Unit’s Working Capital Contribution. Each Unit’s Working Capital Contribution shall be collected at the time of closing of the sale of the Unit and transferred to the Association within ten (10) days thereafter. A Unit’s Working Capital Contribution shall not be considered as advance payment of Assessments. Notwithstanding the foregoing, the Association shall have the right to use the Working Capital Fund to pay for Common Expenses of the Association during the Declarant Control Period. The Declarant and each Affiliate and Builder shall indemnify the Association for the amount of the Units’ Working Capital Contributions which the Declarant, Affiliate or Builder is obligated to collect and transfer to the Association hereunder.

5.13 Resale Capital Contribution. In addition to the Working Capital Contribution set forth in Section 5.12, at the closing of each resale of any Unit, the purchaser of the Unit shall pay a resale capital contribution to the Association in an amount (the “Resale Capital Contribution”) equal to one-half (½) of the Annual Assessment then in effect, which the Association may use for any purpose. The Resale Capital Contribution shall not be refundable to the purchaser and shall not be applied and/or considered as a credit or an advance against any Assessments (including any Annual Assessments). Notwithstanding anything to the contrary contained in this Declaration, no Resale Capital Contribution shall be due and/or payable by the Declarant, the Association, or any Builder at the time of purchase of a Unit from the Declarant.”

3. Declarant Certification. By execution hereof, the Declarant does hereby certify that pursuant to the provisions of Section 13.1 of the Declaration that it has power and authority to amend the Declaration as provided in this Amendment.

4. Effective Date; Completeness. This Amendment shall become effective upon the recording hereof in the RMC Office. Except as herein provided, the Declaration shall remain in full force and effect, and as amended and supplemented hereby, shall constitute the complete text of said instrument as of the date hereof.

[Remainder of Page Purposely Blank]

IN WITNESS WHEREOF, the undersigned Declarant has hereby caused this instrument to be executed the day and year first above written.

Robert Mander

9/5/20

LENNAR CAROLINAS, LLC,
a Delaware limited liability company

By: J. Byham

Print Name: Jason Byham

Its: VP

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 5 day of January, 20 16 by LENNAR CAROLINAS, LLC, a Delaware limited liability company, by Jason Byham, its VP.

C. Bozzelli

Notary Public for: SC

My Commission Expires: 10/28/24

(AFFIX SEAL)





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BP0459335

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5

Prepared by and Return to:
Brian F. Kernaghan, Esquire
Nexsen Pruet, LLC
1101 Johnson Ave., Suite 300
Myrtle Beach, S.C. 29477
(843) 213-5404

Re-recorded to correct first paragraph scrivener's error.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
THIRD AMENDMENT OF DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
SPENCER CREEK WOODS
[Declaration Recorded in Book 0306 at Page 133]

THIS Third Amendment of Declaration of Covenants, Restrictions and Easements for ~~Painmont South~~ *Spencer Creek Woods*
(this "Amendment") entered into effective the 6 day of February, 20 15, by Lennar
Carolinas, LLC, a Delaware limited liability company (hereinafter sometimes referred to as "Lennar," and at
other times as "Declarant").

WITNESSETH:

WHEREAS, pursuant to the Declaration of Covenants, Restrictions and Easements for Spencer Creek
Woods dated October 30, 2012, and recorded on October 31, 2012, in the Register of Mesne Conveyance for
Charleston County, South Carolina (the "RMC Office") in Book 0306 at Page 133, as thereafter amended and
supplemented to the date hereof (collectively, the "Declaration"), Declarant made certain properties in
Charleston County, South Carolina subject to the Declaration; and

WHEREAS, pursuant to Section 13.1 of the Declaration, during the Declarant Control Period, the
Declarant has the unilateral right to amend the Declaration without the consent of any other Owner or the
Association, and the Declarant Control period has not expired; and

WHEREAS, Declarant wishes to amend the Declaration as provided in this Amendment.

KNOW ALL MEN BY THESE PRESENTS THAT the Declarant does hereby declare as follows:

1. Definitions. Except as set forth in this Paragraph 1, the words used in this Amendment, unless the
context shall clearly indicate otherwise, shall have the same meanings as set forth in the Declaration, as may be
amended and supplemented hereby.

2. Amendment of Third Paragraph of Section 8.1 (Architectural Approval). The third paragraph of Section 8.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

The ARC shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, reconstruction, renovation, alteration, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of Spencer Creek Woods as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ARC may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving the material submitted. The ARC may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ARC of any required plans and specifications, the ARC may postpone review of any plans submitted for approval.

3. Declarant Certification. By execution hereof, the Declarant does hereby certify that pursuant to the provisions of Section 13.1 of the Declaration that it has power and authority to amend the Declaration as provided in this Amendment.

4. Effective Date; Completeness. This Amendment shall become effective upon the recording hereof in the RMC Office. Except as herein provided, the Declaration shall remain in full force and effect, and as amended and supplemented hereby, shall constitute the complete text of said instrument as of the date hereof.

[Remainder of Page Purposely Blank]

IN WITNESS WHEREOF, the undersigned Declarant has hereby caused this instrument to be executed the day and year first above written.

LENNAR CAROLINAS, LLC,
a Delaware limited liability company

Jason

By: J. Byham

J. Byham

Print Name: Jason Byham

Its: VP

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 6 day of February, 20 15 by LENNAR CAROLINAS, LLC, a Delaware limited liability company, by Jason Byham, its VP.

CBorrelli

Notary Public for: South Carolina

My Commission Expires: 10/23/24

(AFFIX SEAL)

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0459	335	Re-Rec/Misc/Amer
Charlie Lybrand, Register Charleston County, SC		

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RMC OFFICE
CHARLESTON COUNTY, SC

12/17/15

0524-016

Prepared by:
Brian F. Kernaghan
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, S.C. 29601
(864) 282-1180

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

FOURTH AMENDMENT OF DECLARATION
OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR SPENCER CREEK WOODS

[Declaration Recorded in Book 0306 at Page 133]

THIS FOURTH AMENDMENT OF DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SPENCER CREEK WOODS (this "**Amendment**") is made this 16 day of December, 2015, by LENNAR CAROLINAS, LLC, a Delaware limited liability company hereinafter sometimes referred to as "Lennar," and at other times as "Declarant").

RECITALS

WHEREAS, pursuant to the Declaration of Covenants, Restrictions and Easements for Spencer Creek Woods dated October 30, 2012, and recorded on October 31, 2012, in the Register of Mesne Conveyance for Charleston County, South Carolina (the "RMC Office") in Book 0306 at Page 133, as thereafter amended and supplemented to the date hereof (collectively, the "Declaration"), Declarant made certain properties in Charleston County, South Carolina subject to the Declaration; and

WHEREAS, pursuant to Section 13.1 of the Declaration, during the Declarant Control Period, Declarant has the unilateral right to amend the Declaration without the consent or joinder of any other Owner or the Association, and the Declarant Control Period has not expired; and

WHEREAS, Declarant wishes to amend the Declaration as provided in this Amendment.

KNOW ALL MEN BY THESE PRESENTS THAT the Declarant does hereby declare as follows:

1. Definitions. Capitalized terms not otherwise defined in this Amendment shall have the respective meanings ascribed to such terms in the Declaration.

2. Amendment of Section 5.12. Section 5.12 of the Declaration is hereby deleted in its entirety and replaced with the following:

5.12 Working Capital Contribution.

The Declarant shall establish in the name of the Association a fund ("Working Capital Fund") for the purpose of having funds available for initial and non-recurring items, capital expenses, permit fees, licenses, utility deposits, advance premiums for insurance policies and coverages and other expenses for operation of the Association pursuant to this Declaration. Each time Declarant conveys a Unit to a purchaser other than an Affiliate or Builder, the Declarant shall collect from the purchaser of the Unit an amount equal to 0.25% of the sales price of the Unit shown on the closing statement ("Working Capital Contribution"). When an Affiliate or Builder conveys a Unit to a purchaser, the Affiliate or Builder shall collect from the purchaser of the Unit the amount of the Unit's Working Capital Contribution. Each Unit's Working Capital Contribution shall be collected at the time of closing of the sale of the Unit and transferred to the Association within ten (10) days thereafter. A Unit's Working Capital Contribution shall not be considered as advance payment of Assessments. Notwithstanding the foregoing, the Association shall have the right to use the Working Capital Fund to pay for Common Expenses of the Association during the Declarant Control Period. The Declarant and each Affiliate and Builder and each other seller shall indemnify the Association for the amount of the Units' Working Capital Contributions which it is obligated to collect and transfer to the Association hereunder.

3. Amendment of Section 5.13. Section 5.13 of the Declaration is hereby deleted in its entirety and replaced with the following:

5.13 Resale Capital Contribution.

In addition to the Working Capital Contribution set forth in Section 5.12, at the closing of each resale of any Unit, the purchaser of the Unit shall pay a resale capital contribution to the Association in an amount equal to 0.25% of the sales price of the Unit shown on the closing statement, which the Association may use for any purpose. The Resale Capital Contribution shall not be refundable to the purchaser and shall not be applied and/or considered as a credit or an advance against any Assessments (including any Annual Assessments). Notwithstanding anything to the contrary contained in this Declaration, no Resale Capital Contribution shall be due and/or payable by the Declarant, the Association, or any Builder at the time of purchase of a Unit from the Declarant.

4. Declarant Certification. By execution hereof, the Declarant does hereby certify that pursuant to the provisions of Section 12.1 of the Declaration that it has power and authority to amend the Declaration as provided in this Amendment.

5. Effective Date; Completeness. This Amendment shall become effective upon the recording hereof in the ROD Office. Except as herein provided, the Declaration shall remain in full force and effect, and as amended and supplemented hereby, shall constitute the complete text of said instrument as of the date hereof.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Lennar, as the successor Declarant has executed this instrument as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

LENNAR:

LENNAR CAROLINAS, LLC, a Delaware limited liability company

[Signature]
Witness Number 1
Jocelyn Kegan
Witness Number 2

By: Robert Mauch (SEAL)
Name: Robert Mauch
Title: VP

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

I, Cassidy J Bozzelli, a Notary Public for South Carolina, do hereby certify that Robert Mauch, the VP of Lennar Carolinas, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 16 day of December, 2015

Cassidy J Bozzelli (SEAL)
Notary Public for South Carolina

My commission expires: 10/28/24

