

STATE OF SOUTH CAROLINA ) AMENDED AND RESTATED DECLARATION OF  
 ) COVENANTS, CONDITIONS AND  
 ) RESTRICTIONS OF THE "DOVE PARK"  
COUNTY OF RICHLAND ) PROPERTY OWNERS ASSOCIATION

THIS AMENDED DECLARATION, made on the date hereinafter set forth by Fishers Wood Limited Partnership, a South Carolina Limited Partnership, hereinafter referred to as "Declarant"

WITNESSETH THAT:

WHEREAS, the Declarant is the Owner of certain property in Richland County, South Carolina, more particularly described as follows:

See Exhibit "A" attached hereto

WHEREAS, the Declarant intends to develop on the Property hereinabove described as a residential community to be known as Dove Park Subdivision providing residential, single family homesites together with open spaces, pocket parks, and other facilities.

NOW, THEREFORE, Declarant declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, affirmative obligations, and conditions which are for the purpose of insuring a common scheme of development and to provide for an orderly method for upkeep of common properties within the Development; and

FURTHER, said property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, affirmative obligations, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

#### ARTICLE I DEFINITIONS

Section 1. "Assessment Year" shall mean and refer to the fiscal year of the Association.

Section 2. "Architectural Control Authority(ies)" shall mean and refer to any appointees of the Developer, or boards appointed by the Developer, while the Developer retains all or part of the rights and authority for architectural control in the Community, and the Board of Directors of the Association, When



appointed by the Developer, while the Developer retains all or part of the rights and authority for architectural control in the Community, and the Board of Directors of the Association, When Empowered or architectural control boards appointed by the Board of Directors of the Association, When Empowered.

**Section 3. "Architectural Guidelines"** shall mean and refer to the set of policies, rules and procedures promulgated and/or amended by the Developer or the Architectural Control Authority, When Empowered, which shall act as a guide for the architectural control and review process and for the maintenance, construction or renovation of Structures within the Community.

**Section 4. "Area of Common Responsibility"** shall have the meaning and refer to the Common Area, together with those areas, if any, for which the Association has or assumes responsibility, including responsibilities of the association assumed pursuant to the terms of this Declaration, any Supplemental Declaration, any Cost Sharing Agreement, or other applicable covenant, contract, or agreement.

**Section 5. "Association"** shall mean and refer to the Dove Park Property Owners Association, its successors and assigns.

**Section 6. "Common Area or Common Property"** shall mean all real property deeded to or owned by the Association for the common use and enjoyment of the Owners, the location and dimensions of which may be adjusted by the Developer as long as they own a Lot in the community. In addition to any other real property hereafter conveyed to the Association, the Common Area shall include those areas of land, shown as "Common Area", on any recorded subdivision map or so designated in any conveyance to the Association by the Developer including, but not limited to, any and all entrances, including any entrance areas off Harrington Road or from Fishers Wood Subdivision and other common properties as may be established from time to time, any signs, lights, sprinklers, shrubs, landscaping, parking places, drainage or other easements used, owned or maintained by the Association or the Developer for the benefit of the Community, whether or not located within the street right-of-ways which have been dedicated to a governmental agency or a Lot, any parks, playgrounds, sidewalks or other common amenities and including perimeter fencing along Harrington Road.

Common Area shall also include any and all landscaped traffic islands or medians located in the roadways of the subdivision and any sidewalks as may be installed by Developer from time to time. It is the intent of the Declarant to convey title to these islands or medians to Richland County, together with the roadways in which they are located. In the event that Richland County will not accept title or maintain the planting with said islands or medians, the Association shall accept title thereto and shall be responsible for the maintenance thereof. In either event, the islands and medians shall be considered to be

Common Area for all purposes herein and shall be maintained by the Association.

Common Area shall be subject to the fee schedules and operating rules which may be adopted by the Association, and subject to the covenants, conditions, and restrictions contained in the Declaration and the Regulations established and amended from time to time by the Developer or the Board of Directors of the Association, When Empowered, when not dedicated for use by the general public.

Common Property shall also include any personal property acquired by the Association if said property is designated a "Common Property".

NO REPRESENTATION FROM ANY PARTY OR SALES AGENT, INCLUDING THOSE OF THE DEVELOPER, OR OTHER ENTITY AS TO THE EXISTENCE OF A COMMON AREA, OR TO THE SIZE, SHAPE, OR COMPOSITION OF THE COMMON AREA, OTHER THAN THOSE PROVIDED HEREIN OR PROVIDED IN WRITING BY THE DEVELOPER, SHALL BE RELIED UPON, NOR SHALL IT IN ANY WAY REQUIRE THE DEVELOPER TO COMPLY WITH THAT REPRESENTATION.

**Section 7. "Declarant" or "Developer"** shall mean and refer to "Dove Park". "Declarant" shall further mean and refer to the Developer or any entity or person who succeeds to the title of any Declarant to any portion of the Properties by sale or assignment of all of the interest of the Declarant in the Properties, if the instrument of sale or assignment expressly so provides, or by exercise of a right of foreclosure of a mortgage given by the Declarant and duly recorded prior to the recordation of this Declaration. Any such person shall be entitled to exercise all rights and powers conferred upon Declarant by this Declaration, the Articles of Incorporation or By-Laws of the Association.

**Section 8. "Declaration"** shall mean and refer to that certain Amended Declaration of Covenants, Conditions, and Restrictions of the Dove Park Property Owners Association, dated \_\_\_\_\_, 2003, and recorded in the Office of the RMC for Richland County in Deed Book \_\_\_\_\_ at page \_\_\_\_\_.

**Section 9. "Director"** shall mean and refer to an appointed or elected member of the Board of Directors.

**Section 10. "Dwelling"** shall mean and refer to a dwelling unit including, a single family home (as further set out in Article VIII, Section 2), if constructed in the Community.

**Section 11. "Guest"** shall mean or refer to persons using the residence and facilities of any Owner without paying therefor.

**Section 12. "Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, together with the improvements thereon, with the exception of the

**Section 13. "Master Plan"** shall mean and refer to the drawing, sketch or map that represents the conceptual land plan for the future development of the Community. Since the concept of the future development of the undeveloped portions of the Community, including, but not limited to the Lots, streets and the Common Area are subject to continuing revision and change at the discretion of the Developer, present and future references to the "Master Plan" shall be references to the latest revision thereof. In addition, no implied reciprocal covenants or obligation to develop shall arise with respect to lands that have been retained by the Developer for future development. THE DEVELOPER SHALL NOT BE BOUND BY ANY MASTER PLAN, USE OR RESTRICTION OF USE SHOWN ON ANY MASTER PLAN, AND MAY IN ITS SOLE DISCRETION AT ANY TIME CHANGE OR REVISE SAID MASTER PLAN, DEVELOP OR NOT DEVELOP THE REMAINING UNDEVELOPED PROPERTY OR COMMON AREA OR AMENITIES SHOWN ON ANY MASTER PLAN.

**Section 14. "Member"** shall mean and refer to all those Owners who are members of the Association as provided in Article III hereof.

**Section 15. "Owner"** shall mean and refer to the record Owner, whether one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation; but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, or the heirs, successors, or assigns thereof, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a similar proceeding, deed in lieu of foreclosure or otherwise; nor shall the term "Owner" mean or refer to any lessee or Tenant of an Owner. Where the Owner is a natural person, the members of his immediate family shall enjoy the same rights, duties, and privileges on all matters other than voting matters and liability for assessments as does the Owner. Said term "Owner" shall also refer to the heirs, successors, and assigns of any Owner.

**Section 16. "Properties"** shall mean and refer to that certain real property described hereinabove, including all of the fifty-four (54) acre tract described therein known as Dove Park Subdivision, and including any additional property annexed to the Properties as provided in the Declaration.

**Section 17. "Regulations"** shall mean and refer to the guidelines, rules, policies, and procedures, including, but not limited to, the Architectural Guidelines, adopted by the Developer, the Board of Directors, When Empowered, or the Architectural Control Authority, When Empowered, for the Community or for the Common Area.

**Section 18. "Structure"** shall mean and refer to any thing, object, tree or landscaping, the placement, size, shape, color, height and quality of which upon any Lot or Common Area may affect such Lot or Common Area, including by way of illustration and not limitation, any home, building or part thereof, garage, porch, shed, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, playgrounds, playground equipment, tree houses and yard art, statuary, flag or other decoration, basketball goals (permanent or temporary), or other temporary or permanent sports equipment, swimming pool, fence, curbing, paving, driveways, wall or hedge, radio, television, wireless cable, or video antenna, satellite dishes, landscaping, well, septic system, sign, appurtenance, or signboard, whether temporary or permanent; any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of waters from, through, under or across any Lot or Common Area, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot or Common Area; and any change in the grade of any Lot or Common Area of more than six (6) inches.

**Section 19. "Tenant"** shall mean and refer to a person using and occupying the residence and facilities of any Owner pursuant to a lease, rental contract, or other such document or arrangement.

**Section 20. "When Empowered"** shall mean when the Developer has transferred the right of performing some function to the Association's Board of Directors or another entity by the recordation of a document in the office of The Register of Deeds for the county in which The Property is located, or by giving written notice to the Association at the Association's address of record, or to all Owners attending a duly called meeting for that purpose. The transfer of all functions to the Association and the rights and authority of the Developer for architectural control in the Community shall automatically occur when one hundred (100%) percent of the Dwellings permitted by the Master Plan have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale.

## ARTICLE II PROPERTY RIGHTS

### Owners' Easements of Enjoyment.

**Section 1.** Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable fees for the use of any facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period set by the Developer or the Board of Directors, When Empowered, for an infraction of its Regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. Subject to the rights of the Developer, no such dedication or transfer shall be effective unless an instrument signed by at least fifty (50%) percent of the total votes of the Members, cast at a duly called meeting of the Members or a recorded resolution signed by the Members holding more than fifty (50%) percent of the vote.

(d) the right of the Association, with the assent of two-thirds (2/3) of the Members, to mortgage, pledge, deed in trust or hypothecate any or all of its real and personal property as security for money borrowed or debts incurred; provided, however, that the rights of any such mortgagee shall be subordinate to the rights of the Owners, and

(e) the rights of the Declarant, so long as it owns any Lot or Lots, to place promotional signs and literature in the Common Area; and

(f) the rights of the Declarant under Article IV hereinbelow.

(g) The right of the Developer, and of the Association, When Empowered, to grant and reserve easements and rights of way through, under, over, and across Common Area, for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, and other utility services, including a cable or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Developer to grant and reserve easements and rights of way through, over and upon and across the Common Area for the operation and maintenance of the Common Area.

**Section 2. Delegation of Rights of Use and Enjoyment.** Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to his employees, Tenants, invitees, or licensee, subject to the Regulations established and amended from time to time. Any Owner shall at all times be responsible for and liable for the actions of that Owner's family, Tenants, invitees, Guests or licensees, employees, pets, and animals, and shall further be responsible for the paying of any Assessments for Non-compliance levied for their non-compliance with this Declaration, the By-Laws of the Association or for any of the Regulations established and amended

from time to time, which Assessment shall become a continuing lien on the Lot of such Owner.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2. Voting Rights.** Each Member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The one vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

### **ARTICLE IV DECLARANT**

**Section 1. Rights as Owner.** Declarant is the initial Owner of each Lot and shall be entitled to exercise all rights appurtenant thereto until such time as Declarant has conveyed all title to such Lot to another person.

**Section 2. Rights and Powers.** Until December 31, 2005, or until one hundred (100%) percent of the Dwellings permitted by the Master Plan in any phase of the development, including the initial phase or any phase added to this development as hereinafter provided, whichever shall first occur, have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, Declarant shall be entitled to exercise, without consent of the other Owners, all powers granted to the Owners or the Board of Directors by this Declaration, by the Articles of Incorporation or by the By-Laws. Unless the right to perform such an action is delegated by the developer, any action taken by the Owners, the Board of Directors or a committee during such time shall be valid only if approved in writing by the Declarant. Declarant shall be entitled to withhold approval of any such action for any reason.

As used in this Section 2 only, "Declarant" shall mean and refer to the Developer, its successors or assigns of their rights as Declarant who may own any of the Properties at the time of the exercise of the powers referred to herein.

**Section 3. Park Areas.** It is understood that Declarant may establish small park areas in certain areas of the subdivision, which will become Common Property when developed and conveyed to the Association. The Association may thereafter, but shall not be

required to, install playground equipment as long as these Park areas remain restricted mainly to passive use for green space, viewing of plant life and animal life and other activities that do not become an annoyance or nuisance to the community. Park Areas shall be subject to the Regulations established and amended from time to time by the Developer or the Board of Directors of the Association, When Empowered.

The conveyance of these Park Areas shall carry a reversion clause which shall provide that should the Parks cease to be properly maintained or used for purposes detrimental to the community, then, at the Declarant's option, title shall revert back to Declarant for use as a single family building Lot or Lots as defined herein.

**Section 4. No Warranties.** All Lots are sold "as is" by the Declarant without warranty as to merchantability, habitability, or fitness for any particular purpose, implied or otherwise. Declarant shall not be responsible for the installation or maintenance of storm drains, control of surface water, or installation and maintenance of streets other than as provided on the construction plans approved by the Richland County Planning Commission or other duly authorized official of Richland County pursuant to the Regulations in effect at the time of said approvals. All streets shall be constructed to Richland County standards and dedicated to the public unless otherwise agreed between Declarant and Dove Park Property Owners Association.

**Section 5. Construction Easement for The Developer** During the period that Developer owns any Lot primarily for the purpose of sale or owns any interest in any portion of The Property, Developer and its duly authorized representative, agents, and employees shall have a transferable right and easement on, over, through, under and across The Property for the purpose of constructing Dwellings on the Lots and making such other improvements to The Property as are contemplated by this Declaration and to The Property as Developer, in its sole discretion, desires, and for the purposes of installing, replacing, and maintaining all Dwellings and other improvements within the Community, as well as utilities servicing The Property or any portion thereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Developer have the obligation to do any of the foregoing.

**Section 6. Easement for Utilities and Common Facilities.** The Developer reserves unto itself, its permittees, its successors and assigns, a perpetual, alienable, easement and right of ingress and egress, over, upon, across and under each Lot and all Common Area, if any, as are necessary or convenient for the erection, maintenance, installation, and use of electrical systems, irrigation systems, landscaping, telephone wires, cables, conduits, sewers, water mains, drainage pipes and catch



basins, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage or other public convenience or utilities including easements for privately owned televisions and other communications cable and equipment, and the Developer may further cut drainageways for surface water when such action may appear by the Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance, or to correct deviations from approved development drainage Plans provided such easement shall not encroach on or cross under existing buildings or Dwellings on the Lot or Common Area. The Developer further reserves an easement on behalf of itself, its permittees, its successors and assigns, over six (6') feet along each side Lot line of each Lot for the purpose of construction or maintenance of utilities, as well as drainage installation or maintenance, and over the rear fifteen feet (15') of each Lot line of each Lot for the purpose of construction or maintenance of utilities, as well as drainage installation or maintenance, and over the front ten feet (10) of each Lot and over such other area of each Lot as is shown on THE PLAT of the Community for utility installations, utility rights of way and maintenance thereof, as well as drainage installations, drainage rights of ways, minor drainage and maintenance thereof. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installation and to maintain reasonable standards of health, safety and appearance. DEVELOPER further reserves unto itself, its permittees, its successors and assigns, a perpetual, alienable, easement and right of ingress and egress, over, upon, across and under each Lot and all Common Area, if any to locate signs, entrances, landscaping, sprinklers, drainage, utilities and other improvements related to the Common Area or common facilities of the Community including, but not limited to, entrances, wells, pumping stations, and tanks, within residential areas on any walkway or any residential Lot in the area designated for such use on any applicable plat of the residential subdivision, or locate same on the adjacent Lot with the permission of the Owner of such adjacent Lot. Such rights may be exercised by the licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility service or minor drainage. No drainage Structures, including, but not limited to, walls, fences, paving or planting shall be erected upon any part of The Property which will interfere with the rights of ingress and egress provided for in this paragraph and no Owner shall take any action to prevent the Association, the Developer, or any public or private utility, or any of their agents, contractors or employees from utilizing the easements reserved herein. THE DEVELOPER, THE ASSOCIATION, THE ARCHITECTURAL CONTROL AUTHORITY, THEIR AGENTS, EMPLOYEES AND OFFICERS SHALL NOT BEAR RESPONSIBILITY FOR THE REPAIR OR REPLACEMENT OF ANY LANDSCAPING PLANTED, SPECIAL GRADING ESTABLISHED, OR STRUCTURE CONSTRUCTED WITHIN AN EASEMENT, WHETHER PLANTED ESTABLISHED OR CONSTRUCTED

INTENTIONALLY OR INADVERTENTLY AND WHETHER APPROVED OR NOT BY THE DEVELOPER OR THE ARCHITECTURAL CONTROL AUTHORITY, WHEN EMPOWERED.

All such easements and rights shall be shown and designated on the recorded plats of the Community. The Developer, its successors and assigns, expressly reserves the right to alter any easement described in this paragraph. Such right to alter shall be limited to such extent as will allow the Owner of the Lot and Structure to convey marketable title. The rights and easements conferred and reserved herein shall be appurtenant to any property whether or not subject to this Declaration and shall be an easement in gross of a commercial nature for the benefit of the Developer, its permittees, successors and assigns to serve any property whether or not subject to this Declaration.

## **ARTICLE V ASSESSMENT FOR COMMON EXPENSES**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) assessments for non-compliance and (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. These assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the administration, acquisition, improvement and maintenance of the Properties, services and facilities devoted to this purpose or for the use and enjoyment of the Common Area or the Area of Common Responsibility, including but not limited to, the cost of utilities, repairs, replacements and additions, the cost of labor, equipment, materials, management, maintenance and supervision, the payment of taxes assessed against the Common Area. The Assessments levied by the Association shall also be used for the procurement and maintenance of insurance in accordance with the By-Laws, the enforcement of the Declaration, the By-laws, the Architectural Guidelines and the Regulations established by the Developer or the Board of Directors of the Association, When Empowered; the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Without limiting the foregoing, the Association shall be authorized to levy, collect, and expend assessments for the purpose of improving and maintaining the landscaped medians or islands located in the roads and streets within the subdivision, regardless of whether said property is owned by the Declarant, any governmental entity, or the Association.

**Section 3. Maximum Annual Assessment.** Until December 31, 1997, the maximum annual assessment shall be \$60.00 per unimproved Lot, payable \$5.00 per month, in advance; and \$120.00 per improved Lot, payable \$10.00 per month, in advance, with homeowners to be assessed at two (2) times the rate as Lot Owners. A Lot shall be deemed an "improved Lot" as soon as a house constructed on any Lot is completed and occupied. Unimproved acreage or partially completed Lots held by Declarant which will potentially become completed Lots shall not be charged any fees or assessments until such Lots are fully improved with water, sewer and paved streets and available for construction of homes thereon (until a construction permit is obtainable for the Lot).

(a) The maximum annual assessment for the calendar year immediately following the conveyance of the first Lot to an Owner and for each calendar year thereafter shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the Membership by an amount not to exceed ten (10%) percent each year. The maximum annual assessment, as of the date herein, has been established at \$60.00 for Lots and \$120.00 for homes.

(b) The maximum annual assessment for the calendar year immediately following the conveyance of the first Lot to an Owner and for each calendar year thereafter may be increased without limit by a vote of two-thirds (2/3) of the votes cast, in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. When the Board of Directors fixes annual assessments for each calendar year, the Board shall at the same time, and in connection therewith, prepare or cause to be prepared, an annual budget showing the services furnished by the Association, and the costs thereof per Lot.

**Section 4. Special Assessments for Capital Improvements.**

In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes cast in person or by proxy at the meeting duly called for this purpose. All special assessments

shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than 15 days not more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty(50) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the date set for the preceding meeting.

**Section 6. Uniform Rate of Assessment.** All annual assessments shall be fixed at a uniform rate for all Lots and shall be collected on a monthly basis, or any other basis approved by the Board of Directors; however, the aforesaid notwithstanding, Lot Owners of unimproved Lots shall be assessed at one half the assessment fixed for Owners of improved Lots as set out in Section 3 above.

**Section 7. Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to any Lot on the date of the conveyance of such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and the number of days remaining in the months of conveyance. At least thirty (30) days in advance of each annual assessment period the Board of Directors shall fix the amount of the annual assessment and notify every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**Section 8. Assesment for Non-compliance.** In the event that any Owner, their Guests or invitees fail to comply with any of the provisions of the Declaration, the By-Laws of the Association, the Architectural Guidelines and Regulations established and amended by the Developer or the Board of Directors, When Empowered, from time to time, in addition to limiting or restricting the use of the Common Areas of that Owner, their Guests or invitees; the Developer, or the Board of Directors, When Empowered, may issue Assessments in amounts as it determines in its sole discretion, which shall be an Assessment for Non-Compliance and which are a lien on the Lot or Lots of that Owner.

**Section 9. Effect of Nonpayment of Assessments; Remedies of**

the Association. Any monthly assessment not paid within thirty (30) days after the due date shall be subject to the remedies set out in Article IX, Section 1.

**Section 10. Subordination of the Lien.** The liens provided for herein shall be prior and superior to all other liens except (1) to the lien of any first mortgage and (2) the lien of any unpaid taxes in favor of any taxing unit. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof, which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI ARCHITECTURAL CONTROL

**Section 1. Construction in Accordance with Plans and Placement of Structures.** EXCEPT AS PROHIBITED BY LAW, INCLUDING 47 U.S.C. § 303 NT, AND RELATED FCC RULES, 47 CFR § 1.4000 (WHICH LIMITS, BUT DOES NOT ENTIRELY PROHIBIT, CONTROL BY THE ASSOCIATION OF THE SIZE AND LOCATION OF ANTENNAS AND SATELLITE DISHES), NO STRUCTURE (SEE DEFINITION OF STRUCTURE IN ARTICLE I, SECTION 18) SHALL BE CONSTRUCTED, ERECTED, MAINTAINED, STORED, PLACED, REPLACED, CHANGED, MODIFIED, ALTERED OR IMPROVED ON ANY LOT UNLESS APPROVED BY THE DEVELOPER OR ARCHITECTURAL CONTROL AUTHORITY, WHEN EMPOWERED AND OTHER APPROPRIATE OR APPLICABLE GOVERNMENTAL ENTITY AND USE OF APPROVED STRUCTURES SHALL COMPLY WITH THE REGULATIONS ISSUED, FROM TIME TO TIME BY THE DEVELOPER OR ARCHITECTURAL CONTROL AUTHORITY, WHEN EMPOWERED. NO CONSTRUCTION, RECONSTRUCTION, ERECTION, REPAIR, CHANGE, MODIFICATION SHALL VARY FROM THE APPROVED PLANS. The Developer and the Architectural Control Authority, When Empowered, shall have complete discretion to approve or disapprove any Structure. The Developer and the Architectural Control Authority, When Empowered, may issue from time to time Architectural Guidelines and Regulations to assist it in the approving of Structures and may change such Architectural Guidelines and Regulations at any time and from time to time without notice to the Owners. (For definition of Structure, see Article I, Section 18.) Notwithstanding anything herein to the contrary, until one hundred (100%) percent of the Dwellings permitted by the Master Plan have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, the Developer may, at its sole option, approve or disapprove any Plans approved or rejected by the Architectural Control Authority appointed by the Developer or overturn any other action of such Architectural Control Authority. Such action by the Developer shall supersede and nullify the action taken by such Architectural Control Authority. The Architectural Control Authorities when established by the Developer or the Board of Directors of the Association, When

Empowered, shall be composed of at least three (3) or more representatives. It is understood that Declarant will assign all approval rights to the Board of Directors at such time as all Lots within the Development are sold.

Architectural plans shall include minimum specifications for a proposed landscaping plan to be used to beautify the residence, the guidelines for such plan to be established from time to time by Declarant or its assignee, with the understanding that such plan shall be fully implemented within sixty (60) days of occupancy.

## Section 2. Procedures.

(a) Any person desiring to construct, maintain, place, replace, reconstruct any Structure on any Lot or Common Area or to make any improvements, alteration or changes to any Structure shall submit Plans and any other required documentation required by the Developer, the Architectural Authority, When Empowered, or the Architectural Guidelines, when published, to the Developer or the Architectural Control Authority, When Empowered, which shall evaluate, approve or disapprove in writing such Plans in light of the purpose of the Declaration. Any person using any Structure shall comply with the Regulations established and amended from time to time. An aggrieved Owner may appeal the final decision of the Architectural Control Authority to the Developer or the Board of Directors, When Empowered, through the processes set forth by the Developer or the Board of Directors, When Empowered, or in the Architectural Guidelines or the Regulations when published.

(b) The Developer, or the Architectural Control Authority, When Empowered, may charge a reasonable review fee for its initial review, the amount of which shall be established by the Developer or the Architectural Control Authority in the Architectural Guidelines, from time to time. The Developer or the Architectural Control Authority, When Empowered, may at its option, employ outside professional services for initial review and may pay them accordingly for this service. The charging of fees and the hiring of professionals for this purpose by the Architectural Control Authority must be approved by the Developer or the Board of Directors of the Association, When Empowered. Subsequent reviews may require additional fees.

(c) APPROVAL BY THE DEVELOPER, BOARD OF DIRECTORS OR THE ARCHITECTURAL CONTROL AUTHORITY, WHEN EMPOWERED, OF ANY PLANS AND SPECIFICATIONS OR THE GRANTING OF A VARIANCE WITH RESPECT TO ANY OF THE ARCHITECTURAL GUIDELINES AND REGULATIONS, WHEN ESTABLISHED, SHALL NOT IN ANY WAY BE CONSTRUED TO SET A PRECEDENT FOR APPROVAL, ALTER IN ANY WAY THE PUBLISHED ARCHITECTURAL GUIDELINES, WHEN ESTABLISHED, OR BE DEEMED A WAIVER OF THE DEVELOPER'S OR OF THE ARCHITECTURAL CONTROL AUTHORITY'S, WHEN EMPOWERED, RIGHT IN ITS DISCRETION, TO DISAPPROVE SIMILAR PLANS AND SPECIFICATIONS, USE OF ANY STRUCTURE OR ANY OF THE FEATURES

OR ELEMENTS WHICH ARE SUBSEQUENTLY SUBMITTED FOR USE IN CONNECTION WITH ANY OTHER LOT. Except for the right of the Developer or Board Of Directors to approve or disapprove the Plans on appeal, approval of the Plans relating to any Lot shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter by the Architectural Control Authority, provided that there has been adherence to, and compliance with the Plans as approved in writing, and any conditions attached to any such approval and the Regulations.

(d) The Developer or Architectural Control Authority, When Empowered, may, at it's option, require the Owner to make a deposit to insure compliance with the approval or the Regulations in an amount and upon conditions to be determined by the Developer or Architectural Control Authority, When Empowered. The setting of an amount as a compliance deposit or of conditions for compliance for any one Lot, shall not in any way act to set a precedent or effect in any way the setting of an amount or conditions of compliance for any other Lot or for any other set of Plans which are to be or have been approved within the Architectural Control Authority. The terms for waiver of any deposit and for the determination of the deposit amount, conditions of payment and the release to an Owner of any remaining portion of said compliance deposit, shall be defined in the Architectural Guidelines and Regulations. Nothing herein shall be deemed to waive or limit in any way any other remedies of the Developer, including those to insure compliance with the Architectural Guidelines and Regulations, or any Owner under this Declaration or at law.

(e) NEITHER THE DEVELOPER, ITS AGENTS, EMPLOYEES, DIRECTORS, OFFICERS NOR ANY OTHER MEMBER OF AN ARCHITECTURAL CONTROL AUTHORITY, SHALL BE RESPONSIBLE OR LIABLE IN ANY WAY FOR THE DEFECTS, STRUCTURAL OR OTHERWISE, IN ANY PLANS OR SPECIFICATIONS APPROVED BY THE DEVELOPER OR THE ARCHITECTURAL CONTROL AUTHORITY, WHEN EMPOWERED, NOR FOR ANY DEFECTS IN ANY WORK DONE ACCORDING TO THE PLANS AND SPECIFICATIONS APPROVED BY THE DEVELOPER, THE BOARD OF DIRECTORS OR ARCHITECTURAL CONTROL AUTHORITY, WHEN EMPOWERED. FURTHER, NEITHER THE DEVELOPER, THE ASSOCIATION, ARCHITECTURAL CONTROL AUTHORITY, OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ATTORNEYS SHALL BE LIABLE TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE DEVELOPER OR THE ARCHITECTURAL CONTROL AUTHORITY PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE DEVELOPER OR THE ARCHITECTURAL CONTROL AUTHORITY, WHEN EMPOWERED, FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST THE DEVELOPER, THE ASSOCIATION, THE MEMBERS OF ITS BOARD OF DIRECTORS OR THEIR AGENTS, EMPLOYEES AND OFFICERS, OR ANY MEMBER OR AGENTS OF THE ARCHITECTURAL CONTROL AUTHORITY, TO

RECOVER ANY DAMAGES ARISING OUT OF SUCH APPROVAL OR DISAPPROVAL, AND, EACH OWNER BY ACCEPTANCE OF THE DEED TO THE LOT, RELEASES, REMISES, QUIT CLAIMS, AND COVENANTS NOT TO SUE FOR, ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH SUCH APPROVAL OR DISAPPROVAL, NOTWITHSTANDING, ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

**ARTICLE VII  
OWNER'S MAINTENANCE RESPONSIBILITIES**

**Section 1. Owner's Maintenance Responsibilities.** Unless specifically identified herein or specifically elected by the Developer or the Board of Directors, When Empowered, as being the responsibility of the Association, all maintenance and repair of a Lot, together with all portions of the Dwelling, and other Structures or the Lot shall be the responsibility of the Owner of Such Lot. The responsibility of each Owner shall include, but not limited to, the painting, maintenance, repair, and replacement of walls or fences and mailboxes, and all siding, exterior doors and shutters, fixtures, equipment, and appliances (including, without limitation, the heating and air-conditioning system for the Dwelling) and all chutes, flues, ducts, conduits, wires, pipes, plumbing or other apparatus which are deemed to be a part of the Dwelling or Lot, and the lawns, trees, shrubs, fences, grass, driveways, walkways and any other landscaping component, on the Lot. The responsibility of the Owner shall also include, but not limited to, the maintenance, repair, and replacement of all glass, lights and light fixtures (exterior and interior), awnings, window boxes, window screens, and all screens or glass-enclosed porches, balconies, or decks which are a part of the Dwelling. Each Owner shall also maintain roof, gutters and downspouts in a good state of repair.

In addition to normal maintenance, each Owner is charged with the maintenance of their Lot and any Structure thereon in accordance with this Declaration and any Rules and Regulations or the Architectural Guidelines established by the Declarant or the Architectural Control Authority, When Empowered.

**Section 2. Yard and Landscape Maintenance.** As determined by the Developer or the Architectural Control Authority, When Empowered, and from time to time as they see fit, in the event that the Owner of any residential Lot fails to maintain their yard and overall landscaping in a manner in keeping with the Declaration; including, but not limited to, the edging of all hardscapes (walks, curbing, etc.), proper weed control, the removal and, where required, the replacement of dead or diseased plant material and the mowing of all grassed areas, the Developer or the Architectural Control Authority, When Empowered, may issue a compliance demand requiring the Owner of the residential Lot to bring the Lot into keeping with the Declaration, the Rules and Regulations or the Architectural Guidelines. If the Owner of the residential Lot fails to comply within the time required by the



notice, the Developer or the Association may levy an assessment for non-compliance against that Lot, which shall become a part of the Association's continuing lien on that Owner's Lot, and may at its discretion enter upon the Lot, bring the Lot into keeping with the Community, the Declaration, the Rules and Regulations or the Architectural Guidelines, as provided above, and levy against the Owner of the Lot the cost of assuring compliance, including the cost of collection and any applicable attorney fees and such costs shall be added to the Association's lien upon the Lot.

The responsibility of an Owner of a residential Lot to properly maintain their yard and overall landscaping includes, but is not limited to, the following:

- (a) Providing at their own expense general maintenance, including but not limited to proper watering, edging of hardscapes (driveways, curbs and walks, etc.), insect and weed control, fertilization, pruning, regular replacement of straws and mulch, proper drainage control, etc. and other types of normal maintenance of the overall landscaping and grass in compliance with this Declaration, the Regulations and guidelines established by the Developer, the Board of Directors or the Architectural Control Authority, When Empowered.
- (b) The prevention of any underbrush, weeds, or other unsightly plants from growing upon the Lot, provided however, that it shall be permissible, if the nature and location is approved by the Declarant or the Board of Directors, When Empowered, to maintain a certified wildlife habitat, such as is certified by the S.C. Wildlife Federation, on a Lot to enhance the use of the property by various forms of wildlife.
- (c) Providing permanent vegetation, including but not limited to grass, fully and uniformly distributed over the Lot in accordance with any requirements set forth in the Architectural Guidelines or Regulations established by the Developer or the Architectural Control Authority, When Empowered;
- (d) The prevention of and repair of any erosion on the Owner's Lot, any adjacent Lot, or any street in the Community caused by surface run-off from the Owner's Lot (See Article XII, Section 15.) and the Architectural Guidelines and Rules and Regulations established by the Developer or the Architectural Control Authority, When Empowered; and
- (e) Unless approved otherwise by the Developer or the Architectural Control Authority, When Empowered, maintain and (if they are determined to be unhealthy by the Developer or the Architectural Control

Authority, When Empowered) replace, any tree(s) or portions thereof and/or other vegetation upon the Lot or located within the road right-of-way, that (1) are specifically required to be removed or replaced by the Developer or the Architectural Control Authority, When Empowered, (2) were required by the Developer or the Architectural Control Authority, When Empowered, to have been protected during construction, or (3) were placed in this area in accordance with an approved landscape plan. This specifically includes street trees, which may be located in the street right-of-way in front of a lot.

**Section 3. Right of Developer and Association to enter Lots.**

Any entry by the Association or the Developer or their agents, employees, officers or contractors under the terms of this Section shall not be deemed a trespass, and an easement in gross of a commercial nature is reserved to the Developer and to the Association for the purpose of entry onto any residential Lot for the purpose of enforcing this paragraph. This provision shall not be construed as an obligation on the part of the Developer, the Association or their assigns to provide garbage or trash removal services. As provided herein, these rights may be assigned by the Developer to the Association, or other appropriate entities. The Owner shall hold harmless the Developer, its agents and employees, officers and contractors and the Board of Directors or the Architectural Control Authority, When Empowered, from any liability incurred arising out of correcting the Owner's breach of this Section.

**Section 4. Access by Developer or Association, When**

**Empowered.** For the purpose of performing its function under this or any other Article of the Declaration, to correct any violation of this Declaration, the Architectural Guidelines or the Regulations, and to make necessary surveys in connection therewith, the Association, its duly authorized agent and employees, or the Developer shall have the right to enter upon any Lot.

**Section 5. Emergency Access.** There is hereby reserved and granted to the Developer, the Association, When Empowered, their directors, officers, agents, employees, and managers and to all policemen, firemen, ambulance personnel and all similar emergency personnel an easement to enter upon The Property, any part thereof or Lot in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner affected thereby. The rights granted herein to the Association includes reasonable right of entry upon any Lot or Dwelling to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Community.

**Section 6. Owner to Provide Insurance for Dwelling.** Each Owner shall, at its own expense, insure the Dwelling and all other insurable improvements on the Lot in an amount not less than the then current maximum insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

**Section 7. Reconstruction or Repair of Damaged Dwelling.** If any Dwelling shall be damaged by casualty, the Owner of such Dwelling shall promptly reconstruct or repair it so as to restore such Dwelling nearly as possible to its condition prior to suffering the damage. All such reconstruction and repair work shall be done in accordance with plans and specifications therefor, approved by the Developer, or the Architectural Control Authority, When Empowered. Encroachments upon or in favor of Dwelling or Lots, which may be necessary for or created as a result of such reconstruction or repair, shall not constitute a claim or basis of a proceeding or action by the Owner on whose Dwelling or Lot such encroachment exists, provided that such reconstruction or repair is done substantially in accordance with the plans and specifications approved by the Developer, or Architectural Control Authority, When Empowered, or as the building was originally constructed.

#### **ARTICLE VIII USE RESTRICTION**

Unless amended by the establishment or amendment of Rules and Regulations, established or amended from time to time by the Developer or the Board of Directors of the Association, When, Empowered, the following use restrictions shall apply to all Lots.

**Section 1. Subdivision or Lots or Combination of Lots.** One or more Lots or parts thereof may be subdivided or combined only if approved by the Developer, and the Architectural Control Authority, When Empowered.

**Section 2. Single Family Dwelling.** No Structure shall be erected on any Lot other than one single family Dwelling and detached or attached garage of similar design, and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family.

No single family Dwelling shall be permitted on any Lot with a floor area of the main Structure, exclusive of open porches, garages, or carports of less than 1,100 square feet of finished heated space for a Dwelling. A properly completed room over a garage will be included in the computation of square footage as

set forth herein, subject to Architectural Guidelines as established by Declarant from time to time. Declarant reserves the right to vary the square footage requirements for a reasonable amount to accommodate any exceptional or innovative type of design which shall be prepared and recommended as compatible to other homes in the "Properties" by a licensed architect and shall fall within the price range for other homes within the "Properties".

**Section 3. Leases of Lots.** Any lease agreement between an Owner and a Tenant for the lease of such Owner's Dwelling on the Lot shall be and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association, and any Regulations promulgated by the Association. The Owner shall incorporate in any lease of any Lot or Dwelling a provision stating that failure to comply with the terms of such documents shall be default under the terms of the lease. All leases of Lots shall be in writing and a copy of the executed lease upon, written demand, must be provided to the Developer or the Board of Directors, When Empowered.

**Section 4. Street Lighting Charge.** Each Owner shall pay a proportional share of the monthly charge for street lighting service as prescribed by the South Carolina Public Service Commission. The electric utility company shall bill the Owner for this charge as part of the monthly electric utility bill.

**Section 5. Noxious or Offensive Activity** No Noxious or offensive activity as determined by the Developer or the Board of Directors of the Association, When Empowered, shall be carried on upon any Lot, Common Area, or street nor shall anything be done thereon which, in the opinion of the Developer or the Board of Directors of the Association, When Empowered, is or may become an annoyance or nuisance to any Lot Owner in the community or to the community.

**Section 6. Livestock and Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept, subject to applicable leash laws or Regulations established and amended by the Developer or by the Board of Directors of the Association, When Empowered, from time to time, provided that they are not kept, bred or maintained for any commercial purpose and that nothing shall be done or any condition permitted on any Lot which shall pollute the waters of any lake, stream or pond, in or near Fishers Wood Development. Such household pets must not constitute a nuisance as determined by the Developer or the Board of Directors, When Empowered, in its sole discretion within the Community or cause unsanitary conditions within the Community, and no animal kept outside the Dwelling shall be kept in a manner which disturbs the quiet enjoyment of the Community or any other Owner. While not in a fully confined area, all pets shall be

restrained by leashes and no pet shall enter upon any Lot without the express permission of that Owner or on the Common Area without express permission of the Developer, or the Association, When Empowered. The pet owner will be responsible for clean up and removal of fecal matter deposited by such pet and shall be liable for, indemnify and hold harmless any other Owner, the Developer and the Association from any loss, cost, damage or expense incurred by such Owner, the Developer or the Association as a result of any violation of this provision. (See Article IX for the Association's Remedies for Violation.) No Animal of any type may be kept upon a Lot, which in the opinion of the Developer or the Board of Directors, When Empowered, constitutes a nuisance or a safety hazard to the other residents of the community. Upon proper written notice to that Owner and upon the failure of that Lot Owner to comply with the terms of the notice provided by the Declarant or the Board of Directors, the Declarant or the Association may take any and all action authorized by the Declaration, the By-laws or the published rules and Regulations of the Association. This Section shall not obligate the Developer or the Association, When Empowered, to take such action and failure of the Developer or the Association, When Empowered, to take such action shall not create any liability on the part of the Developer or the Association resulting from the actions of that Lot Owner or any animal(s) kept by said Lot Owner. (See Article IX, Section 5 for remedies)

**Section 7.** No temporary Structure or mobile homes, shall be erected or parked upon any Lot, unless approved by the Developer or the Architectural Control Authority, When Empowered.

**Section 8. Operation of Vehicles.** No automobiles, trucks, motor-bikes, motor scooters, mini-bikes, motorcycles or other vehicles shall be operated on any Lot, on the roads and streets within the subdivision or the parkways or common areas within the development except by a properly licensed, fully insured driver who uses said vehicle for transportation to or from his Dwelling, and in no case will loud, obnoxious or unmuffled vehicles be used in the development.

**Section 9. Trailers, Trucks, Buses, Boats, Parking, Etc.**

No buses, trailers or mobile homes, motorcycles, boats, boat trailers, all terrain vehicles, go-carts, campers, vans or vehicles on blocks, or like vehicles shall be kept, stored, used, or parked overnight either on any street within the Community, in the Common Area or on any Lot, without the approval of the Developer or the Association, When Empowered. Boats, and small camper trailers, motor homes of any type and like vehicles may be stored upon a Lot within a garage approved by the Developer or the Architectural Control Authority, When Empowered, for that purpose or in the rear of a residence either within a properly approved shelter or screening fence, but only when and as approved by the Declarant or the Architectural Control Authority, When Empowered. Large motor homes will not be permissible unless

stored within a properly approved garage.

No unsafe parking shall be allowed on any streets in the Community. The Developer or the Association, When Empowered, may in its sole discretion determine what is unsafe and issue Regulations to control on and off street parking.

No unlicensed, unsafe, inoperative or abandoned vehicles of any type and no vehicle on blocks, large trucks or commercial vehicles or commercial equipment of any kind shall be stored on any Lot except with written consent of Declarant, its successors or the Association, When Empowered, and then only on a temporary basis. Pick-up trucks, as such, are not considered a commercial vehicle for the purposes of these covenants.

No vehicle of any type may be parked on any portion of any Lot other than a driveway or an approved parking pad, unless approved in writing by the Declarant or the Association, When Empowered. The Declarant or the Association, When Empowered, shall be authorized to tow or remove any vehicle at the expense of the owner of the vehicle or of the Owner of the Lot on which the vehicle is parked or stored, which after written notice to the owner of that vehicle or to the Owner of the Lot adjacent to or upon which the vehicle is parked or stored, continues to violate this section. (See Article IX for the Association's Remedies for Violation.)

**Section 10.** No more than one (1) "Sale" or "Rent" sign or other billboards of any kind shall be permitted on any Lot, where there is a Dwelling for sale on the property.

**Section 11.** No clothes lines, exposed garbage containers, or other unsightly objects are to be erected or kept on any Lot except where they are screened from the streets, adjoining properties and general view.

**Section 12.** All sewage disposal shall be through the sewer collection system to be installed by Declarant, to be approved by the South Carolina Department of Health and Environmental Control, and to be tied onto and to become a part of the City of Columbia sewer system or other municipal system.

Each homeowner or his builder shall have the responsibility to pay for his own water tap and sewer tap fee to the County or City.

## **ARTICLE IX REMEDIES**

**Section 1. Remedies for Nonpayment of Assessments.** Any Assessments not paid within thirty (30) days after the due date shall be increased to include a penalty of One and 00/100 (\$1.00) Dollars per day from the due date. Said penalty shall be charged at the discretion of the Developer or the Association's Board of Directors, When Empowered. In addition, the Developer or the Board of Directors of the Association, When Empowered, shall have

the right to charge an Association collection fee or late charge on any Assessment or installment thereof which shall not have been paid by its due date. In the event that the Developer or the Board of Directors of the Association, When Empowered, chooses an installment schedule for the method of payment for an Assessment or as a method of allowing an Owner to pay past due Assessments, and in the event that any installment is delinquent, the Developer or the Board of Directors of the Association, When Empowered, shall have the right to accelerate and immediately make due all or part of the Assessment due from that Owner of that Lot for that budgeted period. The Developer or the Board of Directors of the Association, When Empowered, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the Lot in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages on Time Shares or for the foreclosure of mortgages by judicial proceedings, and may seek a deficiency judgment, and interest, court costs, all costs of collection, including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the Assessments provided for herein. No disagreement on the part of any Owner with respect to the budget; the amount or installment schedule for any Assessment; any change to the amount or installment schedule for the Assessment; the Regulations established or amended by the Developer or the Board of Directors of the Association, When Empowered; the actions or lack of action on the part of the Developer or the Association; the purpose for or amount of any Assessment for Capital Repair or Improvements or the amount of or reason for any Assessment for Non-compliance shall be reason for any Owner to fail to pay any Assessment at the time that it is due. ALSO, THE DEVELOPER OR BOARD OF THE ASSOCIATION, WHEN EMPOWERED, MAY AT ANY TIME NOTIFY THE HOLDERS OF MORTGAGES OF THE LOT OF THE FAILURE OF THE OWNER TO PAY ASSESSMENTS OR ANY OTHER VIOLATION OF THE DECLARATION.

**Section 2. Remedies for Nonpayment of Ad Valorem Taxes or Levies for Public Improvements by the Association.** Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or Assessments levied for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or Assessments in an amount determined by dividing the total taxes and/or Assessments due the governmental authority by the total number of Lots in the Community. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien, subordinate to all other mortgages, on the Lot of the then Owner, his or their heirs, devisees, personal representatives and assigns, and the taxing or assessing

governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

**Section 3. Remedies for Failure to Maintain Exterior of Dwelling and Lot.** In the event that the Owner neglects or fails to maintain his Lot and/or the exterior of his or her Dwelling in the Community, the Developer or the Association, When Empowered, may in addition to any other remedy, provide such exterior maintenance. The Developer or the Association, When Empowered, shall first give written notice to the Owner of the specific items of the exterior maintenance or repair that the Association intends to perform and the Owner shall have the time set forth in said notice within which to perform such exterior maintenance himself or to satisfy the Association that the required maintenance or repair will be completed in a timely manner. The determination as to whether an Owner has neglected or failed to maintain his Lot and/or Dwelling in a manner consistent with other Lots and Dwellings in the Community shall be made by the Developer or the Board of Directors of the Association, When Empowered, in its sole discretion, or an entity authorized to do so by the Developer or the Board of Directors of the Association, When Empowered.

In the event the Association performs such exterior maintenance, repair or replacements repair, the costs of such maintenance, repairs or replacement together with all costs of collecting from the Owner the cost of such maintenance, repairs or replacement established herein shall be added to and become a part of the Assessment to which that Lot is subject.

In the event that the Association determines that the need for maintenance, repair or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, Guests, employees, lessees, or invitee(s) of any Owner, then the Association, without notice to that Owner, may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof, together with any Assessments for Non-Compliance levied by the Association for non-compliance and all costs of the collection shall be added to and become a part of the Assessment to which such Owner is subject and shall become a lien against the Lot of such Owner. Each Owner is responsible for the actions of and the compliance with these documents and the Regulations by the family, Guests, lessees, employees or invitee(s) of that Owner and shall further be responsible for the payment of any Assessments levied for that non-compliance.

**Section 5. Additional Remedies.**

(a) Enforcement of the Declaration, By-Laws of the Association, and the Regulations in addition to any other remedy set out herein, may be carried out by the Developer, the Association, When Empowered, or the Owner through any proceeding



at law or in equity against any person or persons violating or attempting to violate any covenant or restriction in the Declaration, By-Laws, and Regulations established by the Developer or the Association, When Empowered, either to prevent or restrain violations, to recover damages or to compel a compliance to the terms thereof. Any failure by the Developer, the Association, When Empowered, or any Owner to enforce any covenant or restriction herein contained or contained in the Declaration or By-Laws or to enforce any of the Regulations shall in no event be deemed a waiver of a right to do so thereafter. In addition to the foregoing, the Developer or the Board of Directors of the Association, When Empowered, shall have the right wherever there shall have been built on any Lot any Structure which is in violation of the Declaration, Architectural Guidelines or Regulations to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner, if after written notice of such violation, it shall not have been corrected by the Owner within the time required by the notice of violation. Any such entry and abatement or removal shall not be deemed a trespass.

(b) The Developer or the Association, When Empowered, may, in addition to any other remedy, may suspend the Common Area enjoyment rights of any Owner, family member, lessee, licensee, employee or Guest, pet or animal of an Owner for an appropriate period of time to be determined on a case by case basis by the Developer or the Board of Directors, When Empowered, for any non-compliance with any of the provisions of the Declaration, the By-Laws or of the Regulations. The right, however, of a Member to ingress and egress over the roads and/or parking areas shall not be suspended.

(c) The Owner grants to the Developer and the Association the right and permission to enter the Lot to remove or correct any violation of the Declaration, By-Laws or Regulations, including but not limited to, the maintenance of Lots or any Structure (as defined in Article I, Section 18) thereon, and the removal of abandoned automobiles considered by the Board to be in violation with the Regulations, Declaration, By-Laws or to be a nuisance.

(d) In addition to the remedies outlined in this Article, the Developer or the Association, When Empowered, may, but shall not be required to, enter upon any Lot(s) or Common Area, seize and either deliver to the animal control authority at the Owner's cost, any pet or other animal that is not in compliance with the Declaration, By-Laws, or the Regulations or that is determined by the Board to be a nuisance. Notice of non-compliance shall be given to any Owner whose pets or animals are not in compliance, except when said non-compliance creates an emergency as determined by the Developer or the Board of the Association, When Empowered. The departure, while not under the restraint of a leash, of any pet or other animal from the Lot of its Owner,

shall immediately constitute an emergency and there shall be no requirement for notice to be given.

(e) In addition to the remedies outlined above in this Article, the Developer, or the Association, When Empowered, shall have the right to arrange for the removal, at the Owners expense, of any vehicle that is parked in violation of the Declaration or the Regulations after notice to the Owner of the Lot on or beside which the vehicle is parked. Notice of non-compliance shall be given to any Owner where the parking of a vehicle or vehicles, except when said non-compliance creates an emergency as determined by the Developer or the Board of the Association, When Empowered. The parking of a vehicle, which impedes the passage of any emergency vehicle or school bus, shall immediately constitute an emergency and there shall be no requirement for notice to be given. After notice is provided to an Owner of a violation, continued violation by that Owner, its Guests or invitees shall not constitute an additional occurrence of the original violation and shall not require notice prior to towing or other appropriate action by the Association.

## **ARTICLE X ANNEXATION AND FURTHER DEVELOPMENT**

**Section 1.** The Declarant may annex additional property into the development, without the consent of other Owners and upon its own motion, from that certain piece parcel or tract of land comprising 54 acres, more or less, and being described herein in Exhibit "A". Declarant shall be under no obligation to so annex any portion of said land and nothing herein shall be deemed to apply (by negative reciprocal implication or otherwise) to such other lands described in Exhibit "A" until formally annexed as provided in Section 3 hereinbelow.

**Section 2.** Additional residential property and Common Areas may also be annexed to the Properties at any time, with the consent of the Association pursuant to a duly called meeting. It is understood that two-thirds (2/3) majority of those attending such meeting shall approve such annexation in order for it to become effective.

**Section 3.** Annexation as provided herein may increase or decrease the benefits which each Owner expects to derive from the Common Areas, and may increase or decrease the cost of maintenance and operation thereof. Increases or decreases in such costs may require the Association to change the annual assessments levied in accordance with this Declaration. The additions authorized under this Article shall be made by filling a Supplementary Declaration covering said property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

## **ARTICLE XI EASEMENTS**

**Section 1.** An easement is reserved unto the Declarant, its successors and assigns, over five (5') feet along the side line of each Lot and over the front fifteen (15') feet and rear fifteen (15') feet on each Lot for utility installations, utility rights-

of-way and maintenance thereof, as well as drainage installations, drainage rights-of-way and maintenance thereof.

In some cases, additional width for said easements shall be reserved unto Declarant as shown on the recorded plat of the Development or as set forth in the deeds to Lots within said development.

**Section 2.** It is understood that the water lines, the sewer lines, the streets and roadways within the development shall be deeded by the Declarant to the County or the City of Columbia when completed; and that the entrance landscaped areas, and all other common properties within the development that are not deeded to individual Lot Owners shall be deeded to the Association by Declarant.

**Section 3.** Within these easements no Structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. In addition, the Properties shall be subject to a non-exclusive easement in favor of Declarant for construction of improvements on the Properties, including any added by annexation, and for exhibition and sale of such improvements.

## ARTICLE XII GENERAL PROVISIONS

**Section 1. Application.** All Owners, employees of Owners and Tenants, or any other persons who may in any manner use the Properties or any portion thereof shall be subject to the provisions hereof and to the provisions of the Articles of Incorporation and the By-Laws of the Association.

**Section 2. Enforcement and Duration.** Anything else to the contrary herein notwithstanding, the covenants, easements, conditions, and restrictions herein are made primarily for the benefit of the Declarant, or its successors, during the period of development of the subdivision; and so long as Declarant, or its successors, owns a single Lot in the subdivision, Declarant, or its successors as provided herein, may change, alter, or revoke in whole or in part the said restrictions, covenants, conditions or easements at any time; however, after Declarant, or its successors, no longer own any Lot in the subdivision, these

covenants, restrictions, easements, and conditions (as the same may have been changed by the Declarant, or its successors up to that time) shall thereafter become mutually binding and for the benefit of all Lot Owners in the subdivision in so far as they are in common to all Lots in the subdivision; and thereafter these restrictions, covenants, conditions, reservations and easements are to run with the land and shall be binding on all parties thereto and all persons claiming under them for a period of twenty (20) years after which time the said restrictions, covenants, conditions, reservations, and easements shall be automatically extended for a successive periods of ten (10) years, unless amended as provided herein.

Declarant, its successors and assigns, including individual Lot Owners, may enforce these restrictions by proceedings at law or in equity against any person violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages; anything to the contrary notwithstanding, shall be exclusively reserved to the Association from such time as Declarant, its successors or assigns, transfer or assign such rights to the Association. Nothing herein shall be construed so as to apply to any other lands of the Declarant not specifically made subject to these restrictions, easements, covenants and conditions by a recorded instrument signed by Declarant or its successors.

**Section 3. Settlement Statement Authorization.** The Owner by acceptance of the deed authorizes and directs the closing attorney to provide the Association with a copy of the Settlement Statement from the closing transferring the Lot and/or Dwelling to the Owner.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 5. Amendment.** This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than fifty-one (51%) percent of the Lots, provided, however, the Declarant may act for the Owners during the period described in Section 2, Article IV hereof. Without limiting the foregoing, the Association, and so long as the Developer owns at least one (1) Lot in the Community, the Developer or the Board of Directors, When Empowered, shall, at any time and from time to time as the Developer or Board of Directors, When Empowered, see fit, have the right to cause this document to be amended to correct any clerical or scrivener's error(s) or to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FNMA or any other insurer or purchaser of mortgage secured by the Lots as the same may be amended from time to time.

**Section 6. Paid Professional Manager.** The Developer or the Board of Directors, When Empowered, may employ a professional manager or managerial firm to supervise all work, labor, services, and material required in the operation and maintenance of the Common Area or the Area of Common Responsibility and in the discharge of the Association's duties throughout the Community.

**Section 7. Attorney's Fees and Cost.** Should the Developer or the Association employ counsel to enforce the Declaration, or the reasonable rules, Regulations and policies established or amended by the Developer or the Board of Directors from time to time because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for the Developer's or the Association's counsel and other reasonable costs of collection, shall be paid by the Owner of such Lot or Lots in breach thereof.

**Section 8. Developers Liability and Hold Harmless.** The Developer herein shall not in any way or manner be liable or responsible for any violation of the Declaration by any person other than itself. The Owners and the Association shall hold harmless the Developer from any liability, loss or cost arising out of their or their agents, Guests or invitees violation of the Declaration.

**Section 9. Waiver.** No provision hereof shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches, which may have occurred.

**Section 10. Gender and Number.** All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context requires or permits.

**Section 11. Notices.** Any notice required to be sent to any Member or Owner under the provision of this Declaration and service of any legal proceedings shall be deemed to have been properly sent and received when personally delivered or mailed, post paid, to the last known address of the person who appears as that person authorized to receive notice or to vote as shown on the records of the Association at the time of such mailing. It shall at all times be the responsibility of any Owner to file written notice with the Association of the name and address of the person authorized to receive notification from the Association or the Developer as to Assessments, or infractions of the Regulations. Proof of the authority to receive notice and to vote shall be presented to the Association in the form of a certificate signed by the Owner of a Lot or HUD Settlement. Such certificate shall be deemed valid until revoked by a subsequent certificate. The Association does not have to send notice or

service to any other address. If the Owner does not file such certificate, the notice or service shall be sufficient if delivered, posted or mail post paid to the Lot. Any person who becomes an Owner and Member in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

**Section 15. Drainage and Erosion Control.** ALL GRADING, DURING AND AFTER CONSTRUCTION, SHALL AT ALL TIMES BE PERFORMED IN ACCORDANCE WITH (A) ANY APPLICABLE PORTIONS OF THE STORM WATER MANAGEMENT AND SEDIMENT CONTROL PLAN, GRADING AND DRAINAGE PLAN, POLLUTION PREVENTION PLAN OR ANY OTHER APPLICABLE PLAN FILED FOR THE COMMUNITY AND BUILDINGS TO BE CONSTRUCTED WITHIN THE COMMUNITY WHICH CONFORMS TO REGULATIONS PROMULGATED BY THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL AND/OR (B) ANY OTHER APPLICABLE LEGISLATION, LAW, STATUTE OR ORDINANCE GOVERNING THE CONTROL OF DRAINAGE. ANY LOT OWNER, CO-OWNER OR BUILDER SHALL BY ACCEPTANCE OF THE DEED TO A LOT, WHETHER THEY HAVE EXECUTED A ``CO-PERMITTEE AGREEMENT`` OR NOT, ASSUME THE RESPONSIBILITIES OF A PERMITTEE AND BE BOUND TO THE ABOVE MENTIONED PLAN AND INDEMNIFY AND HOLD THE DECLARANT, THE ASSOCIATION AND THE ARCHITECTURAL CONTROL AUTHORITY HARMLESS FROM ANY AND ALL DEVIATIONS BY THE LOT OWNER, CO-OWNER OR BUILDER FROM THAT PLAN OR FROM THE LOT OWNER'S, CO-OWNER'S OR BUILDER'S FAILURE TO COMPLY WITH ANY APPLICABLE LEGISLATION, LAWS, STATUTES OR ORDINANCES.

ALL GRADING, TEMPORARY AND PERMANENT, SHALL BE PERFORMED IN A MANNER TO ALLOW FOR PROPER DRAINAGE AND TO CONTROL EROSION. OWNER, BUILDER OR OWNER'S BUILDING CONTRACTOR SHALL, DURING AND AFTER CONSTRUCTION, BE RESPONSIBLE FOR GRADING AND SURFACE DRAINAGE SO THAT SURFACE RUN-OFF WILL NEITHER CAUSE SEDIMENT LOSS TO WASH ONTO OR ACCUMULATE ON OTHER LOTS, OTHER ADJACENT PROPERTIES, OR ONTO THE STREETS OF THE COMMUNITY, NOR SHALL IT ADVERSELY AFFECT ANY STRUCTURE(S) ON THAT OWNER'S LOT OR ANY PORTION OF ANY ADJOINING LOT OR PROPERTIES. OWNER AND OWNER'S BUILDING CONTRACTOR SHALL PROVIDE RIP-RAP, GRAVEL EXITS, WATER BARS, BERMS, SEDIMENT FENCES, HYDROSEEDING AND SOD, OR OTHER FORMS OF EROSION CONTROL AS MAY BE REQUIRED BY THE DECLARANT, THE ASSOCIATION, THE ARCHITECTURAL CONTROL AUTHORITY OR ANY GOVERNMENTAL AGENCY.

NOTHING CONTAINED IN THIS SECTION, IN THE DECLARATION OR THE BY-LAWS SHALL CREATE AN OBLIGATION OR A RESPONSIBILITY ON THE PART OF THE DECLARANT OR OF THE ASSOCIATION TO ENFORCE THE REQUIREMENTS SET OUT IN THIS SECTION. THE DETERMINATION OF WHAT CONSTITUTES RUN-OFF IN THE VIEW OF THE DECLARANT OR OF THE ASSOCIATION, OF WHAT REMEDIES SHOULD BE PERFORMED BY ANY LOT OWNER OR CONTRACTOR AND OF WHETHER THE DECLARANT SHALL ENFORCE OR SHALL NOT ENFORCE THE AUTHORITY GRANTED HEREUNDER WITH RESPECT TO ISSUES ADDRESSED BY THE LANGUAGE IN THIS SECTION, UNLESS THEY ARE INSTRUCTED TO DO SO BY A GOVERNMENTAL AUTHORITY AUTHORIZED TO DO SO, SHALL AT ALL TIMES BE THAT OF THE DECLARANT OR THE BOARD OF DIRECTORS OF THE ASSOCIATION, WHEN EMPOWERED. FAILURE OF THE

RESPONSIBIALTY TO COMPLY WITH ANY GUIDELINES OR TO TAKE ANY AND ALL ACTIONS SET OUT BY ONE OR MORE GOVERNMENTAL AUTHORITY(IES) THAT MIGHT LEGALLY SET GUIDELINES OR REQUIRE COMPLIANCE THERETO.

IN WITNESS WHEREOF, Fishers Wood Limited Partnership has caused this Declaration to be executed this 15th day of May, 2003.

WITNESS:

Carl F. Kuhns Jr  
Betty M. Bazeman

FISHERS WOOD LIMITED PARTNERSHIP

By: Edwin H. Cooper Jr

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Edwin H. Cooper, Jr. for Fishers Wood Limited Partnership, sign, seal and as its act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that s/he with the other witness whose signature appears above witnessed the execution thereof.

Carl F. Kuhns Jr

SWORN TO BEFORE ME this 15th day of May, 2003

Betty M. Bazeman (L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission expires: 6/30/07

**EXHIBIT "A"**

All that certain piece, parcel or tract of land containing 54.38 acres, situate, lying and being in the County of Richland, State of South Carolina and being shown on a Boundary Survey for Fishers Wood Joint Venture, by Daniel Riddick & Assoc., Inc., dated August 9, 1995 and recorded in the RMC Office for Richland County in Plat Book 55 Page 9290. Said property having the following metes and bounds, to-wit:

Beginning at an iron on Northsprings Road at the southeastern corner of said property and continuing along property of Fishers Wood Ltd. Partnership S47043'14"E for a distance of 597.67 feet to an iron, thence turning and running N06049'52"E for a distance of 76.12 feet to an iron; thence turning and running S83010'08"E for distance of 523.69 feet to an iron, thence S73040'08"E for a distance of 327.98 feet to an iron, thence S84009'56"E for a distance of 420.30 feet to an iron, thence turning and running S49011'24"E for a distance of 586.90 feet to an iron; thence turning and running N20016'16"E for a distance of 145.80 feet to an iron; thence along property line of Candlewood Subdivision N20000'23"E for a distance of 85.27 feet to an iron; thence N20005'19"E for a distance of 90.00 feet to an iron; thence N20007'13"E for a distance of 89.89 feet to an iron; thence N20001'28"E for a distance of 89.99 feet to an iron; thence N19056'55"E for a distance of 89.86 feet to an iron; thence N20013'55"E for a distance of 85.16 feet to an iron thence N20013'43"E for a distance of 90.11 feet to an iron; thence N20006'54"E for a distance of 89.91 feet to an iron; thence N20012'33"E for a distance of 90.13 feet to an iron; thence N20000'19"E for a distance of 106.19 feet to an iron; thence turning and running along Harrington Road N67030'35"W for a distance of 1,100.91 feet to an iron; thence N57026'40"W for a distance of 317.16 feet (chord) to an iron; thence N47022'46"W for a distance of 519.65 feet to an iron; thence N56026'18"W for a distance of 170.04 feet (chord) to an iron; thence turning and running along Northsprings Road S14021'14"W for a distance of 55.91 feet to an iron; thence continuing along Northsprings Road S25006'26"W for a distance of 351.05 feet (chord) to an iron; thence S35051'38"W for a distance of 921.50 feet to the point of beginning. All measurements being more or less.