

# *Woodside Plantation*

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## **DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION**

September 6, 1986





**DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.  
AND  
WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC.  
AND  
WOODSIDE DEVELOPMENT LIMITED PARTNERSHIP**

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AIKEN COUNTY, AIKEN, SOUTH CAROLINA

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DECLARATION OF COVENANTS AND RESTRICTIONS  
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TABLE OF CONTENTS

	<u>PAGE</u>
INTRODUCTION . . . . .	1
 PART ONE GENERAL REFERENCES 	
ARTICLE I -- DEFINITIONS . . . . .	3
Section 1. . . . .	3
ARTICLE II -- PROPERTY AND ADDITIONS THERETO . . . . .	11
Section 1. Property . . . . .	11
Section 2. Additions to Property . . . . .	12
 PART TWO COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO DEVELOPMENT OF WOODSIDE PLANTATION 	
ARTICLE I -- GENERAL COVENANTS . . . . .	15
Section 1. Purposes . . . . .	15
Section 2. Residential Use . . . . .	15
Section 3. Architectural and Design Review . . . . .	16
Section 4. Siting . . . . .	21
Section 5. Parking . . . . .	21
Section 6. Completion of Construction . . . . .	21
Section 7. Service Yards . . . . .	22
Section 8. Automotive Fuel Tanks . . . . .	22
Section 9. Signs . . . . .	22

TABLE OF CONTENTS (cont'd)

	<u>PAGE</u>
Section 10. Other Buildings and Vehicles . . . . .	22
Section 11. Unsightly Conditions . . . . .	23
Section 12. Lights . . . . .	23
Section 13. Animals . . . . .	23
Section 14. Water and Sewage . . . . .	24
Section 15. Repairs and Hazards . . . . .	24
Section 16. Offensive Activity . . . . .	24
Section 17. Certain Easements . . . . .	25
Section 18. Antennas . . . . .	26
Section 19. Sound Devices . . . . .	26
Section 20. Laundry . . . . .	27
Section 21. Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction . . . . .	27
Section 22. Trespass . . . . .	27
Section 23. Parcels . . . . .	27
Section 24. Bridges . . . . .	28
Section 25. Building Height . . . . .	28
Section 26. Minimum Square Footage . . . . .	28
Section 27. Repurchases . . . . .	28
Section 28. Ingress and Egress; Roadways . . . . .	29
Section 29. Time Share or Similar Ownership Prohibited . . . . .	30
Section 30. Power Boats Prohibited . . . . .	30

TABLE OF CONTENTS (cont'd)

	<u>PAGE</u>
ARTICLE II -- ENVIRONMENTAL CONTROLS . . . . .	31
Section 1. Topography and Vegetation . . . . .	31
Section 2. Tree Removal . . . . .	31
Section 3. Certain Controls . . . . .	31
Section 4. Environmental Hazards . . . . .	32
Section 5. Further Siting Authority . . . . .	33
Section 6. Erosion in Open Spaces, Common Properties and Restricted Common Properties . . . . .	33
Section 7. Standard of Reasonableness . . . . .	33
ARTICLE III -- SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AND PRIVATE OPEN SPACE . . . . .	33
Section 1. Company's Intention for Open Space and Private Open Space . . . . .	33
Section 2. Open Space Easement . . . . .	34
Section 3. Private Open Space . . . . .	34
Section 4. Activities Prohibited in Open Space . . . . .	34
Section 5. Reserved Rights for Wildlife Feeding and Preservation . . . . .	34
Section 6. Erosion Prevention Activities Permitted . . . . .	35
Section 7. Rights Reserved in Company . . . . .	35
Section 8. Dumping Prohibited . . . . .	35
Section 9. No General Easement Intended . . . . .	35
Section 10. Consistent Rights to Use Reserved . . . . .	35
Section 11. Corrective Action No Trespass . . . . .	35
Section 12. No Affirmative Action Required of Company . . . . .	36

TABLE OF CONTENTS (cont'd)

	<u>PAGE</u>
ARTICLE IV -- SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS . . . . .	36
Section 1. Golf Fairway Defined . . . . .	36
Section 2. Landscape Requirements . . . . .	36
Section 3. Golf Course Maintenance Easement . . . . .	36
Section 4. Permissive Easement Prior to Dwelling Construction . . . . .	36
Section 5. Distracting Activity Prohibited . . . . .	37
Section 6. Reserved Approval Rights . . . . .	37
ARTICLE V -- SPECIAL RESTRICTIONS AFFECTING ALL WATERFRONT AND WOODLAND AREAS . . . . .	37
Section 1. Conditions of Limited Dock Construction . . . . .	37
Section 2. Maintenance of Dock . . . . .	38
Section 3. Entry Not Trespass . . . . .	38
ARTICLE VI -- SPECIAL RESTRICTIONS AFFECTING PATIO HOME SITES . . . . .	39
Section 1. Patio Wall Construction . . . . .	39
Section 2. Location of Dwelling . . . . .	39
Section 3. Alternative Location of Dwelling . . . . .	39
Section 4. Setbacks . . . . .	39
Section 5. Maximum Permissible Lot Area of Dwelling . . . . .	40
Section 6. Cost of Patio Wall . . . . .	40
Section 7. Easement Adjacent to Patio Wall . . . . .	40
Section 8. Water Run-off Controls . . . . .	40
Section 9. Easement for Adjacent Patio Wall . . . . .	40

TABLE OF CONTENTS (cont'd)

	<u>PAGE</u>
Section 10. Patio Wall as Party Wall . . . . .	40
ARTICLE VII -- SPECIAL RESTRICTION AFFECTING DUPLEX HOME SITES . . . . .	41
Section 1. Duplex Homes Subject to Provisions Regarding Party Walls . . . . .	41
Section 2. Maximum Permissible Ground Area Coverage . . . . .	42
Section 3. Water Run-Off Control . . . . .	42
Section 4. Reciprocal Easement . . . . .	42
 PART THREE WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.  	
ARTICLE I -- MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION . . . . .	43
Section 1. Membership . . . . .	43
Section 2. Voting Rights . . . . .	43
Section 3. Special Voting Membership . . . . .	45
Section 4. Composition of Board . . . . .	45
Section 5. Cumulative Voting Permitted . . . . .	45
Section 6. Member to Have Power of Referendum in Certain Instances . . . . .	45
Section 7. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association . . . . .	46
Section 8. Proxies . . . . .	47
ARTICLE II -- PROPERTY RIGHTS IN THE COMMON PROPERTIES. .	47
Section 1. Members' Easement of Enjoyment in Common Properties . . . . .	47

TABLE OF CONTENTS (cont'd)

	<u>PAGE</u>
Section 2. Members' Easement of Enjoyment in Restricted Common Properties . . . . .	47
Section 3. Title to Common Properties and Restricted Common Properties . . . . .	48
Section 4. Extent of Members' Easement . . . . .	49
Section 5. Transfers to Association . . . . .	51
ARTICLE III -- COVENANTS FOR MAINTENANCE ASSESSMENTS . . .	52
Section 1. Creation of the Lien and Personal Obligations of Assessments . . . . .	52
Section 2. Purpose of Assessments . . . . .	53
Section 3. Application of "Minimum" and "Maximum" Assessment . . . . .	53
Section 4. Special Assessments for Improvements and Additions . . . . .	59
Section 5. Reserve Fund . . . . .	60
Section 6. Neighborhood Area Special Assessments . .	60
Section 7. Change in Minimum and Maximum Amounts of Annual Assessments Upon Merger or Consolidation . . . . .	61
Section 8. Quorum for any Action Authorized Under This ARTICLE . . . . .	61
Section 9. Annual Assessments Determination Date and Due Date . . . . .	61
Section 10. Duties of the Board of Directors . . . .	62
Section 11. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association . . . . .	62
Section 12. Subordination of the Lien to Mortgages . . . . .	63
Section 13. Exempt Property . . . . .	63



## TABLE OF CONTENTS (cont'd)

	<u>PAGE</u>
Section 14. Annual Statements . . . . .	64
ARTICLE IV -- FUNCTIONS OF ASSOCIATION. . . . .	64
Section 1. Ownership and Maintenance of Common Properties and Restricted Common Properties . . . . .	64
Section 2. Authorized Services . . . . .	65
Section 3. Obligation of the Association . . . . .	67
Section 4. Mortgage and Pledge . . . . .	67
Section 5. Contracts . . . . .	68
Section 6. Working Capital . . . . .	68
Section 7. Information . . . . .	68
Section 8. Lenders' Notices . . . . .	68
Section 9. Insurance Requirements . . . . .	69

## PART FOUR GENERAL PROVISIONS

ARTICLE I -- DURATION . . . . .	72
ARTICLE II -- AMENDMENTS . . . . .	72
Section 1. Procedure of Amendments . . . . .	72
Section 2. Quorum Required for Amendment by Members . . . . .	73
Section 3. Limited Right of Amendment by Company . . . . .	73
ARTICLE III -- NOTICES . . . . .	73
Section 1. How Notice Given . . . . .	73
Section 2. Notice to Co-Owners . . . . .	74

TABLE OF CONTENTS (cont'd)

	<u>PAGE</u>
Section 3. Notice Where Address or Ownership Changed . . . . .	74
ARTICLE IV -- ENFORCEMENT, SEVERABILITY AND INTERPRETATION . . . . .	74
Section 1. Who May Enforce Generally . . . . .	74
Section 2. Enforcement by the Association . . . . .	74
Section 3. Enforcement by the Company . . . . .	74
Section 4. Against Whom May the Covenants be Enforced . . . . .	75
Section 5. Means of Enforcement . . . . .	75
Section 6. Severability . . . . .	75
Section 7. Interpretation . . . . .	75
Section 8. Authorized Action . . . . .	75
Section 9. Trespass . . . . .	75
ARTICLE V -- TERMINATION OF ASSOCIATION . . . . .	75
Section 1. Declaration of Invalidity Within Twenty Years . . . . .	75
Section 2. Company as Trustee for Owners . . . . .	76
Section 3. Declaration of Invalidity After Twenty Years or Non-Renewal . . . . .	76
ARTICLE VI -- ASSIGNMENT . . . . .	78
EXHIBIT "A" Description of Property Subject to Covenants	
EXHIBIT "B" Description of Land Permitted to be Added to Property	
EXHIBIT "C" By-Laws of Woodside Plantation Property Owners' Association	

DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.,  
AND  
WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC.

THIS DECLARATION, executed this 6<sup>th</sup> day of September, 1986, by Woodside Plantation Property Owners' Association, Inc., a South Carolina non-profit corporation, hereinafter called "Association" and Woodside Development Company of Aiken, Inc., a South Carolina Corporation, hereinafter called "Company."

W I T N E S S E T H:

WHEREAS, Company, as the Owner of the real property (hereinafter referred to as the "Property") described in Part One, ARTICLE II of this Declaration, desires to create thereon a planned development community known as Woodside Plantation with certain facilities, amenities and services for the use and benefit of all property owners within such community; and

WHEREAS, the Company desires to provide for the preservation of the values and amenities and for the maintenance of common facilities, services and properties; and to this end, Company does hereby subject the Property described in Part One, ARTICLE II together with such additions as may hereafter be made, as provided in Part One, ARTICLE II, to the covenants, restrictions, easements, affirmative obligations, charges and liens, hereinafter set forth, hereinafter referred to as the "Covenants" or the "Declaration," all of which is hereby declared to be for the benefit of said Property and each and every owner of any and all parts thereof; and

WHEREAS, Company deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which can be delegated and assigned the power and authority of maintaining and administering the common properties and services, administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement; and

WHEREAS, Company has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation, Woodside Plantation Property Owners' Association, Inc., for the purpose of exercising the functions aforesaid, which functions are hereinafter more fully set forth; and

WHEREAS, this Declaration will be referred to as the "Woodside Plantation Covenants of 1986," and will be recorded in

the Office of the Register of Mesne Conveyances for Aiken County, South Carolina, and may be incorporated by reference in deeds to property issued by the Company, by reference to the Book and Page of recording in the realty records in said office.

NOW THEREFORE, the Company declares that the real property described in Part One, ARTICLE II, and such additions thereto as may hereinafter be made pursuant to Part One, ARTICLE II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, changes, assessments, affirmative obligations, and liens hereinafter set forth. These Covenants, the benefits of these Covenants, and the affirmative and negative burdens of these Covenants, shall touch and concern and run with the land herein referred to as the "Property." The Company reserves the right to add additional Covenants in respect to the property owned by the Company at the time of the adoption of the additional Covenants but not to property previously conveyed to others. All rights and easements reserved by the Company under these Covenants shall also be reserved to the assignees and successors in interest of the Company.

PART ONE  
GENERAL REFERENCES

ARTICLE I  
DEFINITIONS

Section 1. The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Affiliate" shall mean any corporation more than fifty percent (50%) of the voting stock of which is owned or controlled by the Company and any corporation, partnership or joint venture in which the Company has more than a fifty percent (50%) equity interest or an interest in fifty percent (50%) or more of the cash flow from such partnership, corporation or joint venture.

(b) "Approval by the Company" shall mean written approval issued by the Company, signed by its appropriate officers or Managing Agent or designated representative.

(c) "Approval by the Architectural Review Board or Company" shall mean and refer to any approval required under these Covenants to be made by the Architectural Review Board or Company and which shall be sought and received or denied pursuant to the provisions of these Covenants.

(d) "Architectural Review Board" or "Review Board" shall mean and refer to that Board formed and operated in the manner described in Part Two, ARTICLE I hereof.

(e) "Association" shall mean and refer to the Woodside Plantation Property Owners' Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

(f) "By-Laws of the Association" or "By-Laws" shall mean and refer to the By-Laws of the Woodside Plantation Property Owners' Association, Inc., the initial text of which is set forth in Exhibit "C" attached hereto and made a part hereof.

(g) "Register of Mesne Conveyances" shall mean and refer to the Register of Mesne Conveyances for Aiken County, South Carolina, and the successors of that office.

(h) "Club" shall mean and refer to the Woodside Country Club, a division of Woodside Development Company of Aiken, Inc. The Club's sole purpose is to own and operate a private recreational club strictly for the use and benefit of its members and their guests and guests of the Company. Generally, the Club intends to assume operation of the Woodside Country Club facilities at such time in the future when the club facilities are fully developed. The Company is the owner and developer of Woodside Plantation. It is contemplated that the Club facilities will consist of various recreational facilities which will include one or more full length 18-hole golf course, tennis courts, a swimming pool, a pro shop, and a Club House. The golf course will be fully operational by March 1, 1987, and it is expected that additional facilities, including a clubhouse, swimming pool and some tennis courts will be available for use by December 31, 1987.

(i) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated a "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, persons occupying dwelling places or accommodations of Owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association; provided, however, that any lands which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease. Common Properties shall not include those tracts of land falling within the definitions of "Restricted Common Properties" set forth below.

(j) "Restricted Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are actually deeded or leased to the Association and designated in such deed or lease as "Restricted Common Properties." All Restricted Common Properties are to be devoted to and intended for the common use and enjoyment of Owners of Residential Lots and Dwelling Units, their immediate families, guests accompanying such Owners, and tenants of such Owners holding leases of twelve (12) months' duration or longer, and the Company, and to be closed to use of (1) tenants of such Owners holding leases of less than twelve (12) months' duration; (2) visiting members of

the general public. All use of Restricted Common Properties shall be subject to the fee schedules and operating rules adopted by the Association. Any lands which are leased by the Association for use as Restricted Common Properties shall lose their character as Restricted Common Properties upon the expiration of such lease.

(k) "Covenants" or "Declaration" shall mean and refer to the "Woodside Plantation Covenants of 1986" for Woodside Plantation and the Woodside Plantation Property Owners' Association, Inc., including all covenants, conditions, restrictions and obligations set forth in this Declaration.

(l) "Development Unit Parcels" shall mean and refer to those parcels or tracts of land conveyed by the Company to third parties under covenants and restrictions permitting the division of such parcel or tract into smaller land units such as Residential Lots, Multi-Family Tracts, Duplex Tracts, or Public and Commercial Sites.

(m) "Duplex Tract" shall mean any unimproved parcel of land located within the Property, intended for use as a site for duplex residential type dwellings limited to attached duplex units or cluster homes which shall be conveyed in fee simple (as contrasted with similar designed units which are structured as condominiums). For the purposes of this Declaration, a parcel of land shall not be deemed a Duplex Tract until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property for such use is recorded with the Register of Mesne Conveyances and, further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to permit reasonable habitation thereof.

(n) "Dwelling Unit" or "Apartment" shall mean and refer to any improved property intended for use as a single-family dwelling, including any single-family detached dwelling, patio home, condominium unit, townhouse unit, duplex unit, or apartment unit located within the Property.

(o) "Horizontal Property Regime" shall mean and refer to the legal entity established under the laws of South Carolina in which owners of a single-family dwelling, lodging, or commercial unit in a multi-unit building, buildings, or structure, own such unit directly and hold a co-ownership with other unit holders of the Regime Common Property areas and facilities held in common by the Regime for all Owners of

the multi-unit complex. The instruments creating a Horizontal Property Regime within the Property shall be submitted prior to recordation and prior to sale of units to the Company for its review. For the Horizontal Property Regime instrument to be valid, there must be an instrument indicating the Company's approval of such Horizontal Property Regime instruments, which is executed by the Company and which is recorded with the Register of Mesne Conveyances simultaneously with the official filing for record of such Regime legal documents with the Register of Mesne Conveyances.

(p) "Intended for Use" shall mean the use intended for various parcels within the Property as shown on the Master Plan of Woodside Plantation prepared by the Company as the same may be revised from time to time by the Company, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Company has conveyed the Property.

(q) "Master Plan" shall mean and refer to the drawing which represents the conceptual land plan for the future development of Woodside Plantation. Since the concept of the future development of the undeveloped portions of Woodside Plantation is subject to continuing revision and change at the discretion of the Company as provided in Part One, ARTICLE II, Section 1 hereof, present and future references to the "Master Plan" shall be references to the latest revision thereof. In addition, no implied reciprocal covenants shall arise with respect to lands which have been retained by the Company for future development except that all the covenants, restrictions, obligations and conditions set forth in this Declaration shall apply to all portions of the Property retained by the Company. THIS DECLARATION DOES NOT DESIGNATE ANY PORTION OF THE PROPERTY FOR ANY PARTICULAR USE, SUCH DESIGNATION TO BE MADE BY SEPARATE SUBSEQUENT DECLARATION OR BY RECORDED PLAT WITH SUCH DESIGNATION CLEARLY AND UNEQUIVOCALLY SHOWN THEREON. THE COMPANY SHALL NOT BE BOUND BY ANY DEVELOPMENT PLAN, USE OR RESTRICTION OF USE SHOWN ON ANY MASTER PLAN, AND MAY AT ANY TIME CHANGE OR REVISE SAID MASTER PLAN.

(r) "Member" shall mean and refer to the Company and all those Owners who are Members of the Association as provided in Part Three, ARTICLE I, Section 1 hereof, including the spouse and children (under 18) permanently residing with said Owner.

(s) "Multi-Family Tract" shall mean any unimproved parcel of land located within the Property, intended for use as sites for multi-family dwellings



including, without limitations, condominium regimes or apartments. For the purposes of this Declaration, a parcel of land shall not be deemed a "Multi-Family Tract" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such Property for multi-family use is recorded in the Office of the Register of Mesne Conveyances, and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved Property.

(t) "Neighborhood Area" shall mean and refer to a parcel or tract of land which is intended for, and has been subdivided for, use as a site for Dwelling Units, whether single-family (detached or attached) or multi-family, and so designated for such use on a recorded subdivision plat of "Residential Lots" or "Multi-Family Tract" in the Office of the Register of Mesne Conveyances and which is likewise designated as a Neighborhood Area on such subdivision plat or plats or other recorded instrument referring to such plat or plats. The "Neighborhood Area" shall be comprised of the total number of Residential Lots or Multi-Family Dwelling Unit Sites, or combination thereof, within such subdivision or group of such subdivisions designated as a Neighborhood Area.

(u) "Offensive or Noxious" activity or behavior shall include but not be limited to a public nuisance or nuisance per se and shall also include any behavior or activity which is inconsistent with both the reasonable pleasurable use of the Property area by substantial number of the residents and overnight guests and their reasonable expectations of permanent habitation, vacationing, studying, meeting, working, recreating, or enjoying sports, music, food, natural surroundings, and entertainment, free of excessively noisy behavior grossly disrespecting the rights of others, flashing or excessively bright lights, racing vehicles, offensive displays of public sexuality, significantly loud radio, hi-fi, electronic music distractions, or other similar unreasonable behavior curtailing the reasonable pleasure and use of the facilities within the Property. Public musical or other entertainment, parades, concerts, festivals, carnivals, competitions or shows conducted under permit from the Company shall not constitute offensive or noxious activity or behavior unless such permit is withdrawn by the Company, or its terms and conditions violated.

(v) "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Register of Mesne Conveyances, whether it be one or

more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, Dwelling Unit, Multi-Family Tract, Duplex Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, Unsubdivided Land, or Private Recreational Tract situated upon the Property, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Register of Mesne Conveyances, a long-term contract of sale covering any Lot or parcel of land within the Property, the Owner of such Lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

(w) "Company" shall mean Woodside Development Company of Aiken, Inc., a South Carolina corporation, and its successors and assigns.

(x) The "Property" and "Woodside Plantation" shall mean and refer to the Property described in Part One, ARTICLE II, Section 1 hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Part One, ARTICLE II, Section 2 hereof and shall include: (1) Residential Lots; (2) Dwelling Units; (3) Multi-Family Tract; (4) Duplex Tracts; (5) Public and Commercial Sites; (6) Public and Commercial Units; (7) Development Unit Parcels owned by the Company or other Owners; (8) Unsubdivided Land owned by the Company or other Owners; (9) Private Recreational Tract; and (10) Common Properties and Restricted Common Properties; (11) any Open Space or Private Open Space not designated as Common Properties or Restricted Common Properties.

(y) "Public or Commercial Site" shall mean any unimproved parcel of land within the Property, intended for use as a site for improvements designed to accommodate commercial or business enterprises to serve residents and guests of Woodside Plantation and/or the public, including but not limited to: business and

professional offices; facilities for the retail sale of goods and services; banks and other financial institutions; social clubs; restaurants; inns; theaters; lounges; indoor recreational facilities; equestrian facilities; transportation terminals or stations; automobile parking facilities and gasoline stations; provided, however, that a "Public and Commercial Site" shall not include Property upon which improvements are to be built which also qualifies as a Multi-Family Tract. For the purposes of this Declaration, a parcel of land shall not be deemed a "Public and Commercial Site" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such Property as a public or commercial site is recorded in the Office of the Register of Mesne Conveyances, and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(z) "Public and Commercial Unit" shall mean and include any improved parcel of land within the Property which is intended and designed to accommodate public, commercial or business enterprises to serve residents and guests of Woodside Plantation and/or the public, including but not limited to all those enterprises enumerated in Subparagraph (y) immediately above. A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are sufficiently complete to be subject to assessment as improved properties.

(aa) "Private Recreational Tract" shall mean and refer to those parcels or tracts of land located within the Property conveyed by the Company to third parties as well as the parcels or tracts conveyed to or operated by Woodside Country Club (unless it is converted to a commercial classification by the Company) under covenants and restrictions permitting or requiring development and operation of such property as a private-member recreational facility for golf, tennis, hand ball, polo or similar recreational activity, the membership criteria of which shall be totally selected and determined by the governing body of such Private Recreational Tract. Any such Private Recreational Tract shall have imposed upon it covenants running with the land which shall provide such restrictions as determined by the Company to reasonably assure aesthetic control regarding the property so transferred.

(bb) "Referendum" shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on certain actions by the Board

of Directors of the Association more particularly set forth herein including, without limitation, the levy of any Special Assessment; and the addition or deletion of functions or services which the Association is authorized to perform. In the event fifty-one percent (51%) of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance.

(cc) "Residential Lot" or "Lot" shall mean and refer to any unimproved parcel of land located within the Property which is intended for use as a site for a single-family detached dwelling, a duplex, or a patio dwelling as shown upon any recorded final subdivision map of any part of the Property. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(dd) "Undeveloped Land" shall be land owned by the Company which is not improved and which has not been designated as Open Space, Private Open Space, Common Properties, or Restricted Common Properties whether subdivided or unsubdivided.

(ee) "Unsubdivided Land" shall mean and refer to all land in the Property described in Part One, ARTICLE II, hereof, and additions thereto as are subjected to this Declaration or any supplemental declaration under the provisions of Part One, ARTICLE II, hereof, which has not been subdivided into or designated as Residential Lots, Multi-Family Tracts, Duplex Tracts, Public and Commercial Sites, Development Unit Parcels or Private Recreational Tract, through metes and bounds subdivision plats filed for record in the Office of the Register of Mesne Conveyances expressly declaring or labeling such portions of the Property for development as such uses. For the purposes of this Declaration, the following classifications of Property shall not be deemed "Unsubdivided Land" and shall be expressly excepted from the definition thereof:

(1) all lands committed to the Association through express written notification by the Company to the Association of intent to convey in the manner provided herein;

(2) all lands designated on the Master Plan for intended use, or by actual use if

applicable, for outdoor recreation facilities; operating farms and/or animal pastures; woodland and wetland conservancies; places of worship; community, civic, and cultural clubs; libraries; nursery and other schools and instructional centers, medical centers, clinics, nursing care, rest and convalescent homes and charitable institutions;

(3) all lands expressly designated in any way as Common Properties, Restricted Common Properties, Open Space or Private Open Space.

(ff) "Use or Used for Residential Purposes" shall mean to be used as one's residence or normal and customary place of abode as hereinafter more fully set forth in Part Two, ARTICLE I, Section 2, and shall not include any use for business purposes except as expressly permitted in Part Two, ARTICLE I, Section 2, hereof. All individual lots which are platted and recorded shall be deemed to be Residential Lots to be used for Residential Purposes unless some other use or intention is indicated on the plat or some related recorded document.

## ARTICLE II PROPERTY AND ADDITIONS THERETO

Section 1. Property. The real property (Property) which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants is described as follows:

All that tract or parcel of land, situate, lying and being in Woodside Plantation, Aiken County, South Carolina, which is more particularly described in Exhibit "A" attached hereto and by specific reference made a part hereof.

The Company intends to develop the Property in accordance with its Master Plan, as subsequently modified from time to time, as a residential community featuring recreational facilities, certain possible commercial or public facilities, various amenities and any other lawful activities which the Company deems appropriate as uses for such Property. The Company reserves the right to review and modify the Master Plan at its sole option from time to time based upon its continuing research and design program. The Master Plan shall not bind the Company, its successors and assigns, to adhere to the Master Plan in the development of the land shown thereon except as to the (1) general location and approximate acreage of the Common Properties and Restricted

Common Properties; (2) a residential density of not more than 1.7 Dwelling Units per acre on the existing Property as initially described herein as of the date of filing this Declaration, and (3) a restriction that no building will exceed three (3) stories in height, as hereinafter more fully defined. Subject to its right to modify its Master Plan as stated herein, the Company shall hereafter convey to the Association those properties set forth herein in Part Three, ARTICLE II, Section 5. In addition, the Company may at its option convey to the Association as provided in said Part Three, ARTICLE II those parcels of land designated on the Master Plan as properties which may be transferred to the Association, as, in the reasonable exercise of its discretion, it so chooses without regard to the relative location of such properties or sections within the overall plan. Once conveyed to the Association, these properties shall become Common Properties or Restricted Common Properties, as the case may be. The Company shall not be required to follow any predetermined sequence or order of improvements and development; and it may bring within the plan of these Covenants additional lands, and develop the same before completing the development of the Property. Other than as stated in this paragraph, the Company shall have full power to add to, subtract from or make changes in the Master Plan regardless of the fact that such actions may alter the relative maximum potential voting strength of the various types of membership of the Association.

Section 2. Additions to Property. Additional lands may become subject to, but not limited to, this Declaration in the following manner:

(a) Additions. The Company, its successors, and assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration: (i) all or any part of that Property described in Exhibit "B" attached hereto and made a part hereof; and (ii) additional properties in future stages of the development beyond those described in Exhibit "A" and Exhibit "B" so long as they are contiguous with then existing portions of Woodside Plantation. For purposes of this paragraph, contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a road, right-of-way or easement, and such shall be deemed contiguous. The additions authorized under this Section shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of this Declaration to such additional property after which it shall fall within the definition of Property as herein set forth.

The Supplementary Declaration may contain such complementary additions and/or modifications of the

covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Company, to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration, but such modifications shall have no effect on the Property as described in Part One, ARTICLE II, Section 1 above.

(b) Other Additions. Upon approval in writing of the Association pursuant to three-fourths (3/4) of the vote of those present in person or by proxy at a duly called meeting, the Owner of any property who desires to add it to the plan of these Covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modification of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modification shall have no effect on the Property described in Part One, ARTICLE II, Section 1 above.

(c) Mergers. Upon merger or consolidation of the Association with another association, as provided for in the By-laws of the Association, its property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the property, rights and obligation of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall effect any revocation, change or addition to the covenants established by this Declaration within the Property, including, without limitation, the maximum limits on assessments and dues of the Association, or any other matter substantially affecting the interests of Members of the Association.

(d) Separate Associations. For any property subjected to this Declaration pursuant to the provisions of this Section, there may be established by the Company an additional association limited to the Owners

and/or residents of such additional property in order to promote their social welfare, including their health, safety, education, culture, comfort, and convenience, to elect representatives on the Board of the Association, to receive from the Association a portion, as determined by the Board of Directors of the Association, of the annual assessments levied pursuant hereto and use such funds for its general purposes, and to make and enforce rules and regulations of supplementary covenants and restrictions, if any, applicable to such additional lands.



PART TWO  
COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE  
TO DEVELOPMENT OF WOODSIDE PLANTATION

ARTICLE I.  
GENERAL COVENANTS

Section 1. Purposes. The primary purpose of these Covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing, which is functionally convenient, which is capable of maintaining itself while retaining private control, and which provides for the ultimate ownership, operation and maintenance, through the Company or the Association, of the Common Properties and Restricted Common Properties. The establishment of extensive objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason, such standards are not established hereby, but may be suggested by the Company in discussions with and in materials submitted to Owners. These standards and this Declaration are consistent with and serve to complement the Zoning Ordinances of the City of Aiken and of Aiken County, South Carolina. To implement these Covenants, the Company shall, through the Review Board as defined in Section 3 of this ARTICLE I, establish and amend from time to time objective standards and guidelines which shall be in addition to and more restrictive than said governmental standards.

Section 2. Residential Use. All Lots or parcels of land in areas of the Property designated as residential areas either by reference on a plat, deed or other document or by zoning designation shall be used for residential purposes exclusively. No structure or structures shall be erected, altered, placed or permitted to remain on any residential parcel other than as provided in these Covenants and restrictions, or except as provided for in each deed of conveyance. Moreover, the deed transferring a parcel to be used for residential purposes may, in the sole discretion of the Company, among other things, expressly determine and limit the number or density of residential lots, villas, townhouses, condominiums or other residential units applicable to that specific residential parcel. It may also impose height restrictions and/or minimum parking requirements applicable to that specific parcel as well as other similar specific development constraints.

"Residential," referring to a mode of occupancy, is used in contradistinction to "business" or "commerce" or "mercantile" activity and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant land as well as to buildings constructed thereon. No Lot or Dwelling Unit restricted to "residential" purposes may be used as a means of service to business

establishments on adjacent Lots, including but not limited to supplementary facilities or an intentional passageway or entrance into a business. Use for single household residential purposes shall mean and refer to use as a place of long-term dwelling or residence, and shall also include use for seasonal lodging. The restriction to use for "residential" purposes is subject to the following qualifications:

(a) Unless further restricted in the deed or other document, the use of a portion of a Dwelling Unit as an office shall be considered as a residential use if such use does not create a significant increase in customer or client traffic to and from the Dwelling Unit, if no sign, symbol, logo or nameplate identifying a business or professional office is affixed to or about the grounds or the entrance to the Dwelling Unit, if the office is only incidentally used for business or professional purposes, and if the Company, after responding to a complaint by a neighboring Property Owner, has not expressly requested that the subject Dwelling Unit not be used in whole or in part as an office.

(b) The use of a Dwelling Unit as a model or for sales or operational purposes shall be limited to those granted written temporary permission for such use by the Company in its sole discretion, and may be deemed a use for residential purposes for a maximum period of forty-eight (48) months after the building is newly constructed and is ready for occupancy, and use of said Dwelling Unit as a model or for sales or operational purposes after said forty-eight-month period shall be prohibited.

### Section 3. Architectural and Design Review.

(a) Purpose: In order to preserve the natural beauty of Woodside Plantation and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, no building, fence, wall, sign, swimming pool, tennis court, roof, exterior or other structure shall be erected, placed, added to, or altered until the proposed building plans, specifications (including height, color and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of such building or structure, drives and parking areas), landscape plan and construction schedule shall have been submitted and approved in writing as hereinafter provided.

(b) Objectives: Architectural and Design review shall be directed towards attaining the following objectives for Woodside Plantation:

(1) preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural land forms;

(2) ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Residential Lots and Dwelling Units and with surrounding Residential Lots, Dwelling Units and structures and does not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape;

(3) ensuring that the architectural design and structures and their materials and colors are visually harmonious with Woodside Plantation's overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetations, and with development plans officially approved by the Company, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located;

(4) ensuring the plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots, and blend harmoniously with the natural landscape;

(5) ensuring that any development, structure, building or landscaping complies with the provisions of these Covenants;

(6) promoting building design and construction techniques that respond to energy consumption and environmental quality consideration such as heat loss, air emissions and run-off water quality.

(c) Architectural Review Board.

(i) The Company shall establish an Architectural Review Board (such board hereinafter referred to as the "Review

Board") which shall consist of five (5) members. The five (5) members shall be appointed by the Company until such time as the Company, in its sole discretion, transfers control of the Review Board functions to the Association. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Company. Any member appointed by the Company may be removed with or without cause by the Company at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former members. When control of the Review Board functions is transferred to the Association, members of the Review Board shall be elected by the Board of Directors of the Association and any member so elected may resign or be removed by the Board in the same manner as provided in the By-Laws of the Association for the resignation and removal of officers of the Board.

(ii) The Review Board shall select its own Chairman and he, or in his absence, the Vice-Chairman, shall be the presiding officer of its meetings. All meetings shall be held at least once in each calendar month or upon call of the Chairman; all meetings shall be held at the offices of the Company in Woodside Plantation, South Carolina or at such other places as may be designated by the Chairman. Three (3) members shall constitute a quorum for the transaction of business, provided a minimum of two (2) members appointed by the Company shall be present in order to have a quorum prior to transfer of control of the Review Board by the Association. The affirmative vote of a majority of the members of the Review Board shall constitute the action of the Review Board on any matter before it. The Review Board shall operate in accordance with its own rules of procedure which shall be filed with the Association and maintained in the records of the Association.

(iii) The Review Board is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, and/or attorneys, who need not be licensed to practice in the State of South Carolina, to advise and assist the

Review Board in performing the design review functions herein prescribed.

(d) Transfer of Architectural Review Authority. Upon the sale of greater than seventy-five percent (75%) of the sites for the permitted Dwelling Units within the existing Property, or, if additions are made to the existing Property, then upon sale of greater than seventy-five percent (75%) of the sites for the maximum permitted Dwelling Units within the Property, as so expanded, the Company may, by filing a supplementary declaration of covenants and conditions with the Register of Mesne Conveyances, transfer the above-described architectural review authority to a permanent Review Board which, subject to the covenants and conditions stated within the aforesaid supplemental declaration, shall be under the control of the Association. This Section does not obligate the Company to make such transfer at any particular time; provided, however, that such transfer must be made no later than December 31, 1999, as to all portions of the Property shown on recorded plats where more than seventy-five percent (75%) of the sites for permitted Dwelling Units have been sold to third parties. The transfer of such rights as to all other properties shall be made on a platted area by platted area basis as the seventy-five percent (75%) test as to permitted Dwelling Unit sites referred to above has been achieved.

(e) Review of Approval of Plans for Additions, Alterations or Changes to Structures and Landscaping: No building, wall, fence, sign, swimming pool, tennis court, roof, color and composition of roof, siding and other exterior materials and finishes, exterior light or other structure or improvement of any kind shall be commenced or erected upon any Residential Lot, or upon the exterior of any Dwelling Unit, or upon any Multi-Family Tract, Duplex Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or Private Recreational Tract, or upon the Common Properties or Restricted Common Properties, nor shall any landscaping be done, nor shall any addition to any existing building or alteration or change therein be made until the proposed building plans, specifications (including height, color and composition of roof, siding or other exterior materials and finish), plot plan (showing the location of such building or structure, drives and parking area), landscape plan, and construction schedule shall have been submitted to and approved by the Review Board.

(f) Submission, Approval and Refusal of Architecture, Siting, Landscaping and Other Building Plans: Two (2) copies of all plans and related data shall be

furnished the Review Board. One (1) copy shall be retained in the records of the Review Board. The other copy shall be returned to the Property Owner marked "approved" or "disapproved." The Review Board shall establish a fee from time to time sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architects, landscape architects, urban designers or attorney's retainer in accordance with subparagraph (c)(iii) above. Approvals shall be dated and shall not be effective for construction commenced more than twelve (12) months after such approval unless a different expiration time is specifically stated in the approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Review Board of written request for approval, the provisions of this Section shall be thereby waived. Refusal of approval of plans, location or specification may be based by Review Board upon any ground which is consistent with the objectives of these Covenants, including purely aesthetic considerations, so long as such ground is not arbitrary and capricious.

(g) Approval Not a Guarantee or Representation of Proper Design or Good Workmanship: No approval of plans, location or specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. Neither the Company nor the Review Board shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these Covenants nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with approved plans and does hereby, by acceptance of title to property subject to these Covenants, agree to hold the Review Board and the Company harmless for any failure thereof caused by the Owner's architect or builder. The Company reserves the right to prohibit the Owner's builder and/or general contractor from going to or upon the site in the event it is determined that failure to comply with approved plans is intentional or due to gross negligence under the above-mentioned circumstances. The Owner hereby agrees that the exercise of these rights shall not constitute a denial of Owner's property rights and shall not give rise to a cause of action for damages by the Owner.

Section 4. Siting. To assure that buildings and other structures will be located so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees, structures previously built or approved pursuant to this ARTICLE for adjacent parcels of land, and other aesthetic and environmental considerations, the Review Board and the Company reserves unto itself, its successors and assigns, the right to control and to decide solely (so long as (a) its decisions are not arbitrary and capricious, and (b) subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any building or structures on any Property in Woodside Plantation, including the right to prescribe setbacks as it deems appropriate.

The location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purchase and approved by the Company, and such location complies with the Aiken County Subdivision Regulations and Zoning Ordinances, the Company shall automatically approve such location for a residence or group of residential units.

Section 5. Parking. Each Owner subject to these Covenants shall provide space off of streets or community roads for the parking of at least two (2) automobiles for each Dwelling Unit prior to the occupancy of any building or structure constructed on said Property in accordance with reasonable standards established by the Review Board.

Section 6. Completion of Construction. The exterior of all dwellings and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the Owner shall require the contractor to maintain the Residential Lot or building site in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction material from the Lot. Any damage to roads, bike paths, Common Properties, Restricted Common Properties, or property owned by others caused by the Owner's contractor or other parties providing labor or services to the Owner shall be repaired by the Owner or by the Company at Owner's expense. Landscaping plans for all Dwelling Units and other structures must be completely implemented within ninety (90) days of occupancy or issuance of a Certificate of Occupancy by the appropriate authority, whichever date shall first occur.

Section 7. Service Yards. Each Owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air-conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties.

Plans for such visually screened area delineating the size, design, texture, appearance and location must be approved by the Review Board prior to construction. Garbage receptacles and household fuel tanks may be located outside of such screened areas only if located underground.

Section 8. Automotive Fuel Tanks. No automotive fuel tanks of any type whatsoever shall be permitted on Lots or other residential parcels or tracts. Moreover, no automotive fuel tanks shall be permitted on any other portions of the Property without the written consent of the Company. The granting of such consent by the Company shall not render the Company liable for any loss or injury caused by the existence of such tank in such location.

Section 9. Signs. No signs or ornaments shall be erected or maintained on the Property by anyone including, but not limited to, the Owner, a realtor, a contractor or subcontractor, or except with the written permission of the Review Board or except as may be required by legal proceedings. If such permission is granted the Review Board reserves the right to restrict size, color and content of such signs.

Section 10. Other Buildings and Vehicles. No mobile home, trailer, tent, barn, or other similar out-building, vehicle, or structure shall be placed on any Residential Lot or Development Unit Parcel or any Multi-Family Tract, Public and Commercial Site, Duplex Tract or Private Recreational Tract at any time, either temporarily or permanently, without prior approval from the Review Board and such approval shall normally be limited to temporary use of such structures reasonably essential to economical, orderly and efficient construction during the construction process only. No home trailers or residence trailer may be permitted on the Lot, Tract or Parcel and no boats, boat trailers, campers, privately owned golf carts, motorcycles, motorbikes, recreational vehicles, trucks, or utility trailers may be maintained on the Property, without prior written approval of the Review Board. The term "truck" as used herein is intended to refer to those vehicles of various sizes and designs for transporting goods, moving heavy articles or hauling quantities of cargo and which are used in a trade or business in which the truck is used because of its commercial capabilities and not merely as a means of transportation, or which displays identification on the exterior of the vehicle to a commercial enterprise. This is not intended to include such dual-purpose vehicles as station wagons, jeeps, "scouts" or "wagoneer" type



vehicles and sports trucks and trucks of one-half (½) ton or less that do not have exposed signage or logo other than discreet identification approved by the Review Board and do not have exposed equipment or supplies, or similar, attractive vehicles driven and maintained primarily as a means of transportation.

Section 11. Unsightly Conditions. It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt condition of buildings or grounds on his property either before, during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

Section 12. Lights. The design and location of all exterior lighting fixtures shall be subject to the approval of the Review Board. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structures or grounds of any Residential Lot or Dwelling Unit or other residential structure within the Property shall be located, directed, or of such intensity to affect adversely the nighttime environment of any adjacent property.

Section 13. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured within the residential areas of the Property, except that a reasonable number of common household pets such as dogs and cat may be kept in any one Dwelling Unit and except for those residential areas specifically designated by the Company where the keeping of horses is permitted. In order to preserve the aesthetic qualities of the Common Properties and Restricted Common Properties, to maintain sanitary conditions on the Property, to prevent the spread of worms and infectious diseases on the Common Properties and Restricted Common Properties, and to maintain a proper respect for other Owners and users of the Common Properties and Restricted Common Properties, each person who keeps a pet within a Dwelling Unit shall abide by the following restrictions, conditions, and affirmative obligations.

(i) No pets may be kept, bred, or maintained for any commercial purpose.

(ii) The Owner of such pet or pets, or horse or horses, shall exercise best efforts to not allow the pets or horses to excrete upon the Property owned by others or the Company, or to excrete in any area within the Common Properties or Restricted Common Properties, which are regularly traversed or in which children may be expected to play.

(iii) The Owner of such animals shall use a scoop or other devise to clean up any defecation or

solid excrement left by their pet or horse upon the Common Properties or Restricted Common Properties, Open Space, bike paths or roadways.

(iv) The Owner of an animal will not allow it to roam unattended on the Property, it being the responsibility of each pet Owner to either leash their animal or retain voice control while the animal is out of doors.

(v) The Owner shall muzzle any animal which consistently barks or makes any noises which might be reasonably expected to disturb other Owners.

The breach of any of these five (5) restrictions, conditions, any obligations and duties shall be a noxious and offensive activity constituting a nuisance.

Nothing herein is intended to prohibit the boarding of horses in appropriate equestrian facilities within the Property or the construction and maintenance of riding trails through the Open Space, Common Properties or Restricted Common Properties within the Property the rights for which are hereby expressly reserved unto the Company.

Section 14. Water and Sewage. No private water wells may be drilled or maintained in the Property of any Owners other than the Company so long as the Company or its agents, or licensees, or a municipal water and sewer provider or other governmental unit, its successors and assigns, has installed a water distribution line within 200 feet of such property with average daily water pressure in such line adequate for the normal household use in dwellings served by such distribution line. No septic tanks may be installed in the Property so long as the Company, or its agents or licensees, or a municipal sewer utility company or other governmental unit, its successors and assigns, operates a sewage distribution line within two hundred (200) feet of such property or is willing to extend such a sewage line to such property. No sewage shall be emptied or discharged into any creek, marsh, lake, river or other body of water at any time.

Section 15. Repairs and Hazards. Any building or other improvement on the Property that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

No part or parts of any land within Woodside Plantation shall be used by any Owner in such manner which would increase the hazard of fire on any other part or parts of Woodside Plantation or any adjoining property.

Section 16. Offensive Activity. No noxious or offensive activity, as herein defined, shall be carried on upon any

Residential Lot, Dwelling Unit, Multi-Family Tract, Duplex Tract, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcel, Common Properties, Restricted Common Properties, or any place within Woodside Plantation, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community.

Section 17. Certain Easements. The Company reserves unto itself, its heirs, successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground of the Property to erect, maintain, and use electric, cable television, and telephone poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such Property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such Property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these Covenants by the Company; or (b) such portion of the Property as may be designated as the site for a building on a plot plan or for erection of a building which has been filed with the Review Board and which has been approved in writing by said Review Board.

The Company further reserves unto itself, its successors, and assigns, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, C.A.T.V., security cable equipment, telephone equipment, gas, sewer, water or other private or public convenience or utilities, on, in or over the rear or street side seven and one-half (7.5) feet of each lot, and seven and one-half (7.5) feet along one side of each lot other than patio lots, and such other areas as are shown on the applicable plats. Moreover, the Company may cut, at its own expense, drainways for surface water wherever and whenever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance and an easement for such purpose seven and one-half (7.5) feet in width along each side lot line and fifteen (15) feet along each front lot line and such other areas as are shown on the applicable plats, is reserved unto the Company.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance to the grounds of any Owner caused by such utility installation shall be repaired and said grounds returned to their prior condition by the Company or prompt and reasonable

remuneration for such repair shall be made to such Owner by the Company.

In addition, the Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right on and over and under the Property to dispense pesticides and take other action which in the opinion of the Company is necessary or desirable to control insects and vermin, to cut fire breaks and other activities which in the opinion of the Company are necessary or desirable to control fires on the Property, or any improvements thereon.

The Company further reserves to itself, its heirs and assigns, the right to locate wells, pumping stations, siltation basins and tanks, or spray treated effluent within the Property on any Unsubdivided Land, on any Common Properties or Restricted Common Properties, on the appropriate open areas of any Private Recreational Tract, on the golf course or courses within the Property, or on any property designated for such use on the applicable plat of the property, or to locate same upon any property with the permission of the respective Owner. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

Section 18. Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any dwelling or other structure or property within Woodside Plantation, nor radio, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Dwelling Unit, Residential Lot, Duplex Tract, Multi-Family Tract, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels, Unsubdivided Land or Private Recreational Tract, which may unreasonably interfere with the reception of television or radio signals upon any other of such properties, except as follows:

(a) The provisions of this Section shall not prohibit the Company from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within Woodside Plantation; and

(b) Should cable television services be unavailable and good television reception not be otherwise available, an Owner may make written application to the Review Board for permission to install a television antenna, and such permission shall not be unreasonably withheld.

Section 19. Sound Devices. No exterior speaker, horn, whistle, bell, or other sound device which is unreasonably loud or annoying, except security devices used exclusively for

security purposes, shall be located, used, or placed upon lands within Woodside Plantation. The playing of loud music within a Dwelling Unit or other structure or from the balcony thereof shall be noxious and offensive behavior constituting a nuisance.

Section 20. Laundry. In order to preserve the aesthetic features of the architecture and landscaping, each Owner, his or her family, his or her guests, or his or her tenants, shall not hang laundry from any area within or outside a Dwelling Unit if such laundry is within the public view, nor hang laundry in full public view to dry, such as on balcony and terrace railings. This provision may, however, be temporarily waived by the Company during periods of severe energy shortages or other conditions where enforcement of this Section would create a hardship.

Section 21. Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. In order to preserve the aesthetic value and economic value of all individual properties within the Property, each Owner and the Company (with respect to improved property owned by the Company) shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any building structure, improvement or significant vegetation which shall be damaged or destroyed by Act of God, fire, or other casualty other than war. Variations and waivers of this provision may be made only upon the Review Board establishing that the overall purpose of these Covenants will be best effected by allowing such a variation. Variations to this Section are to be strictly construed and the allowance of a variance by the Company shall not be deemed to be a waiver of the binding effect of this Section on all other Owners.

Section 22. Trespass. Whenever the Association or the Company is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass. As a matter of courtesy, every reasonable effort will be made to notify the Owner prior to performing the required work.

Section 23. Parcels. No Residential Lot, Multi-Family Tract, Public and Commercial Tract, Duplex Tract or Private Recreational Tract shall be subdivided, or its boundary lines changed, nor shall application for same be made to Aiken County, or the City of Aiken, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right by mutual consent to replat any such Lot or Tract and to take such other steps as are reasonably necessary to make such replatted Lot or Tract suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, recreational facilities and Lots.

The provisions of this Section shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger

Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of these Covenants. Consolidation of Lots, as described above, must be approved by the Company, said approval to be granted in the Company's sole discretion upon such terms and conditions as may be established for the Company from time to time, including specific provisions for the payment of assessments.

Section 24. Bridges. The Company expressly reserves to itself, its successors and assigns, any other provisions in this Declaration notwithstanding, the right to build bridges, walkways, or fixed spans across any or all natural or man-made canals, creeks, bike paths, or lakes in Woodside Plantation. Nothing in this Section shall be construed as placing an affirmative obligation on the Company to provide or construct any such improvement.

Section 25. Building Height. No structure shall be constructed which has a height exceeding three (3) stories or forty (40) feet above the natural grade of the building site or such lesser height as may be mandated by the local governmental regulations applicable to the Property.

Section 26. Minimum Square Footage. No plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. The minimum required square footage shall be 1,750 square feet of enclosed dwelling area for detached dwellings and 1,200 square feet of enclosed dwelling area for patio, duplex or other attached dwellings unless other minimum required square footage is specified in the Contract of Sale and expressly stipulated in the Deed from the Company or its successor or assign. The term "enclosed dwelling area" as used in these minimum size requirements shall mean that total enclosed heated and cooled area within a dwelling. It shall not include garages, terraces, decks, open porches, screen porches, shed-type porches or the like; provided, however, that enclosed porches such as sun porches which are heated and cooled and which have a roof line that forms an integral part of the roof line of the main dwelling, shall be included in the term "enclosed dwelling area."

Section 27. Repurchases. When any Residential Lot, Dwelling Unit, Multi-Family Tract, Duplex Tract, Public and Commercial Sites, Public and Commercial Units, Private Recreational Tract, or Development Unit Parcel within Woodside Plantation is offered for sale to an unrelated third party by an Owner or successors-in-title to the Owner, the Company shall have the option to purchase such property at the price and on the terms of any bona fide offer for such property made in writing to the Owner at such time and submitted to the Company for verification. The Company shall have fifteen (15) days after presentation of such offer to the Company to exercise this purchase option. If the Company declines to exercise this option, it shall execute a

Waiver of Repurchase Option, said Waiver to be an instrument prepared by the Company, its successors or assigns, which shall also be executed by the Owner and prospective purchaser and be in recordable form.

Should, however, such sale to an unrelated third party not be consummated within six (6) months of the date of the offer transmitted to the Company, the terms and limitations of this Section shall again be imposed upon any sale by the Owner.

If the Company shall elect to purchase such property, the transaction shall be consummated within thirty (30) days following delivery of notice by Company of its decision to purchase.

Notwithstanding the foregoing, the provisions of this Section 26 shall not apply to any holder of a first mortgage on a Residential Lot or Dwelling Unit within the Property.

Section 28. Ingress and Egress; Roadways. The Owner, in accepting title to property conveyed subject to the covenants and restrictions of this Declaration, waives all rights of uncontrolled and unlimited egress and ingress to such property (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such Owners and successors-in-title) and agrees that such ingress and egress to its property may be limited to roads built by the Company.

The Company reserves the right for itself, its successors and assigns, but not the obligation, to (a) maintain guarded gates controlling access to such roads; (b) require payment of toll charges for use of such roads by members of the general public, including business invitees, except that (1) no such toll shall be applicable to any Owners, lessees, or tenants of Owners, nor shall the toll be applicable to any person who gives reasonable evidence satisfactory to entry guards that their entry into the premises of the Owner is with the specific permission of the Owner, or his duly authorized agent, provided, however, that this exception shall not apply to commercial or construction vehicles of any kind; and (2) no such toll charge shall be applicable to guests of the Company; (c) determine in its sole discretion the types of vehicles that will be permitted access to the Property and use of such roads; (d) provided, however, that the Company reserves the right to limit access to the Property to the Company, Owners, lessees or tenants, and their guests and invitees. When the roadways and streets are conveyed to the Association as herein provided the aforesaid rights may be assigned to the Association by the Company.

In order to provide for safe and effective regulation of traffic, the Company reserves the right to file with the Clerk of Court or the Register of Mesne Conveyances, as appropriate, the appropriate Consent documents making the Uniform Act Regulating Traffic on Highways of South Carolina (Chapter V, Title 56 of the Code of Laws of South Carolina, 1976) applicable to all of the

private streets and roadways within Woodside Plantation. Moreover, the Company may promulgate from time to time additional parking and traffic regulations which shall supplement the above-mentioned State regulations as it relates to conduct on, over and about the private streets and roadways in Woodside Plantation. These supplemental regulations shall initially include but shall not be limited to those set out hereinafter and the Company reserves the right to adopt additional regulations or to modify previously promulgated regulations from time to time and to make such adoption or modification effective thirty (30) days after mailing notice of same to the record Owners of all Lots, Dwelling Units, or parcels within Woodside Plantation as of January 1 of the year in which such regulations are promulgated:

(a) No golf carts may be operated on the roads and streets in Woodside Plantation except those being transported between golf cart maintenance or other designated areas.

(b) No motorcycles or motorbikes may be operated on the roads and streets within Woodside Plantation. Mopeds (or other motor-powered bicycles) with no more than one-brake horse power may be operated so long as they abide by all other traffic regulations and so long as they are not required to be registered by the State of South Carolina.

(c) The Company, or the Association after title to the streets and roadways has passed to it from the Company, may post "no parking" signs along the streets and roadways within Woodside Plantation where it, in its sole discretion, determines appropriate to do so. Violators of said "no parking" signs are subject to having their vehicles towed away and shall be required to pay the cost of such towing and storage before their vehicle may be recovered. The act of towing said vehicle shall not be deemed a trespass or a violation of the Owners' property rights, because the Owner shall be deemed to have consented to such action by accepting the right to use the roads and streets within Woodside Plantation.

Section 29. Time Share or Similar Ownership Prohibited. No Residential Lot or Dwelling Unit may be sold under or utilized for or pursuant to any timesharing, time interval or similar right-to-use, lease or license programs as those terms are currently generally utilized in the real estate industry or as those or similar terms are expressed, used or defined in the Vacation Time Share Plan Act, Section 27-32-10 et seq., Code of Laws of South Carolina, 1976, as amended, or any similar successor or supplementary laws or regulations.

Section 30. Power Boats Prohibited. No boat, canoe or other watercraft may be operated on any stream or lake within



Woodside Plantation other than manually-propelled canoes, row-boats or paddle-type boats of a conventional size and appearance as approved by the Company or the Association. No such boat, canoe or other watercraft shall be beached or stored overnight or permanently on the shore of any lake or stream except in areas expressly approved by the Company or the Association. Moreover, the Association in its sole discretion may designate certain portions of lakes as off-limits to all types of watercraft. Anything to the contrary notwithstanding, the Company and/or the Association shall be entitled to maintain any form of motorized watercraft for emergency or maintenance purposes.

## ARTICLE II ENVIRONMENTAL CONTROLS

Section 1. Topography and Vegetation. Topographic and vegetation characteristics of a Residential Lot, Multi-Family Tract, Duplex Tract, Public and Commercial Site and Private Recreational Tract or Development Unit Parcel shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Review Board. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of this Declaration.

Section 2. Tree Removal. No trees, bushes, or underbrush of any kind (four (4) inches or more in diameter at a point four (4) feet above ground level) may be removed without the written approval of the Review Board. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or other approved structures or within ten (10) feet of the approved site for such building or structures will be granted unless such removal will substantially decrease the beauty of the affected portion of the Property. The Company or Review Board reserves the right to have specimen trees preserved and that site planning provide for their retention. A tree location plan and location map of adjacent and nearby structures may be required as a part of the submission under Part Two, ARTICLE I, Section 3 and this ARTICLE II.

Section 3. Certain Controls. To implement effective and adequate erosion control and protect the beauty of the Property, the Company, its successors, assigns (including but not limited to the Association), and agents shall have the right to enter upon any property before or after a building or structure has been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices. Provided, however, that prior to exercising its right to enter upon the property for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices, the Company or Association, as the case may be, shall give the Owner the opportunity to take any corrective action required by giving the Owner notice

indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by such Owner. If the Owner fails to take the corrective action specified immediately, the Company or Association, as the case may be, may then exercise its right to enter upon the property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Company or the Association, their successors or assigns, on an improved property, shall be paid by the Owner thereof.

To implement effective insect, reptile and woods fire control, the Company, its successors, assigns, and agents have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented. In any case which in the opinion of the Company detracts from the overall beauty, setting and safety of Woodside Plantation, the Company, its successors, assigns, and agents shall have the aforementioned rights of entry for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, removing trash, draining standing water or dispensing pesticides.

The cost of this vegetation, trash and drainage control shall be kept as low as reasonably possible and shall be paid by the respective Owner. Such entry shall not be made until thirty (30) days after such Owner has been notified in writing of the need of such work and unless such Owner fails to perform the work within said thirty (30) day period.

The provisions of this Section 3 shall not be construed as an obligation on the part of the Company to mow, clear, cut or prune any property, to provide garbage or trash removal services, to perform any grading or landscaping work, construct or maintain erosion prevention devices or storm drainage improvements, or to provide water pollution control on any privately owned property.

Entrance upon property pursuant to the provisions of this Section 3 shall not be deemed a trespass.

The rights reserved unto the Company in this Section 3 shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of this Declaration.

Section 4. Environmental Hazards. To secure the natural beauty of Woodside Plantation, the Company, its successors or assigns may promulgate and amend from time to time rules and regulations which shall govern activities which may, in its judgment, be environmentally hazardous, such as the application of fertilizers and pesticides and other chemicals. Failure of any Owner or tenant of property on Woodside Plantation to comply with the requirements of such rules and regulations shall constitute a breach of these Covenants.

The Company hereby reserves unto itself, its successors, assigns, and agents a perpetual, alienable and releasable easement and right on, over and under all property on Woodside Plantation for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations and covenants. The cost of such action by the Company shall be paid by the respective Owner(s) of the property upon which the work is performed.

Section 5. Further Siting Authority. To prevent excessive "run-off" or drainage resulting from any improvements to residential Lots or other tracts, the Company hereby reserves to itself, its heirs and assigns, the right to establish a maximum percentage of property which may be covered by a building, patio, driveway or other structures. In the establishment of such maximum percentage the Company shall consider topography, percolation rate of the soil, soil types and conditions, vegetation cover and other relevant environmental factors. Neither this nor any other right reserved herein by the Company shall be construed, however, to be an obligation of the Company to take any action.

Section 6. Erosion in Open Spaces, Common Properties and Restricted Common Properties. The Company, its successors and assigns, shall have the right, but shall not be obligated, to protect all Common Properties and Restricted Common Properties from erosion, by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Company. The right is likewise reserved to the Company to take steps necessary, within Open Space, Common Properties and Restricted Common Properties, to provide and insure, adequate drainage ways, to cut fire breaks, and to remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services is to be paid by assessments of the Owners in accordance with the provisions of Part Three of this Declaration.

Section 7. Standard of Reasonableness. The rights reserved unto the Company in this ARTICLE II shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of this Declaration.

### ARTICLE III

#### SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AND PRIVATE OPEN SPACE

Section 1. Company's Intention for Open Space and Private Open Space. It is the intent of the Company to maintain and enhance (or to convey, subject to open space restrictions, to the Association) certain areas which the Company designates as "Open Space" or "Private Open Space" on plats hereafter filed for record in the Office of the Clerk of Court by the Company. Such Open Space and Private Open Space may, but need not necessarily

be, also designated as either Common Properties or Restricted Common Properties at the time of their conveyance to the Association. It is the further intent and purpose of these restrictions and covenants to protect the lakes, streams, creeks and wetlands to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wetlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring residential areas adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other Open Space and Private Open Space, and to afford and enhance recreational opportunities, preserve historical sites and implement generally the Woodside Plantation Master Plan for development.

Section 2. Open Space Easement. To insure that land designated as Open Space Area will remain as undeveloped and natural woodland, lakes, streams, creeks or wetlands, an Open Space Easement is hereby granted to the Owners in Woodside Plantation, their guests and tenants. The Open Space Easement granted hereby shall entitle such Owners, their guests and tenants to enjoy the Open Space areas subject to the rules and regulations of the Company.

Section 3. Private Open Space. Land designated as "Private Open Space" shall be subject to the easement granted in Section Two above in every respect except that the enjoyment thereof shall and is hereby limited to Owners (their guests and tenants) of property immediately contiguous and adjacent to such Private Open Space. The "Private Open Space Easement" hereby granted shall not extend to any area not shown on the plat referenced in the Owners' deed, nor to areas on such plat not clearly designated as "Private Open Space Areas."

Section 4. Activities Prohibited in Open Space. It is expressly understood and agreed that no building, tent, trailer, camper, recreational vehicle, or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as Open Space or Private Open Space.

Section 5. Reserved Rights for Wildlife Feeding and Preservation. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company and to the Association to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys, deer and other wildlife, to make access trails and paths or boardwalks through said Open Space and Private Open Space areas for the purpose of permitting observation and study of wildlife, hiking, and riding, to erect small signs throughout the Open Space and Private Open Space areas designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and

purposes of the Open Space and Private Open Space areas and community use and enjoyment thereof.

Section 6. Erosion Prevention Activities Permitted. The Company and the Association shall have the right to protect from erosion the land described as Open Space or Private Open Space area by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as bulkheading, or other means deemed expedient or necessary by the Company or the Association. The right is likewise reserved to the Company and to the Association to take necessary steps to provide and insure adequate drainage ways or lakes in Open Space or Private Open Space, to cut fire breaks, remove diseased, dead, or dangerous trees and carry out other similar activities.

Section 7. Rights Reserved in Company. The Company reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use poles, wire, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Open Space and Private Open Space areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery; rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space and Private Open Space areas. Such rights may be exercised by any licensee of the Company, but his reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

Section 8. Dumping Prohibited. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space or Private Open Space areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space or Private Open Space.

Section 9. No General Easement Intended. The granting of this easement does in no way grant to the public or to the Owners of any surrounding or adjacent land, the right to enter such Open Space without the express permission of the Company.

Section 10. Consistent Rights to Use Reserved. The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open Space and Private Open Space, in a manner not inconsistent with the provisions of this Declaration.

Section 11. Corrective Action No Trespass. Where the Company is permitted by these Covenants to correct, repair,

clean, preserve, clear out or to do any action on the Open Space or Private Open Space areas entering such property and taking such action shall not be deemed a breach of these Covenants.

Section 12. No Affirmative Action Required of Company. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to any Owner any service of any kind, except as such may be undertaken at the expense of the Association.

#### ARTICLE IV.

##### SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

Section 1. Golf Fairway Defined. "Golf Fairway Residential Areas" is defined as all those residential lots or tracts or blocks of land intended for residential development located adjacent to any golf course land located in Woodside Plantation.

Section 2. Landscape Requirements. That portion of any Golf Fairway residential lot or residential tract within twenty (20) feet of the Lot or tract line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual Lot or tract landscaping plans must be approved by the Company before implementation.

Section 3. Golf Course Maintenance Easement. There is reserved to the Company a "Golf Course Maintenance Easement Area" on each Lot or tract adjacent to any golf course located in Woodside Plantation. This reserved easement shall permit the Company at its election, to go onto any Golf Course Maintenance Easement Area for the purpose of landscaping or maintaining said area. Such maintenance and landscaping may include regular removal of underbrush, trees less than four (4) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such Lots within twenty (20) feet of the Lot line(s) or tract line bordering the golf course, or such lesser area as may be shown as a "Golf Course Maintenance Area." The described maintenance and landscaping rights shall apply to the entire Lot or tract until there has been filed with the Company a landscaping plan for such Lot or tract by the Owner thereof, or alternatively, a residence constructed on the Lot or Dwelling Units constructed on the tract. The Company reserves the right to waive the easement herein reserved in whole or in part in its sole discretion.

Section 4. Permissive Easement Prior to Dwelling Construction. Until such time as a residence is constructed on a Lot, the Company and the Association reserves an easement to

permit and authorize registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a Dwelling Unit is constructed, such easement shall be limited to that portion of the Lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such Easement Area. Golfers or caddies shall not be entitled to enter any such Lot with a golf cart or other vehicle, nor spend unreasonable time on such Lot, or in any way commit a nuisance while on such Lot. After construction of a Dwelling Unit on a Golf Fairway Lot, "Out of Bounds" markers may be placed on said Lot line at the expense of the Company.

Section 5. Distracting Activity Prohibited. Owners of Golf Fairway Lots or Dwelling Units adjacent to golf fairways shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a Lot or residential tract adjacent to the golf course when the smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on the Lot or residential tract adjacent to the golf course under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

Section 6. Reserved Approval Rights. Notwithstanding the provisions of Section 3 of this ARTICLE IV, the Company hereby reserves the right to allow an Owner to construct a dwelling over a portion of the "Golf Course Maintenance Easement Area" in those cases where it, in its discretion, determines that such construction will not materially lessen the beauty or playing qualities of the adjacent golf course.

ARTICLE V  
SPECIAL RESTRICTIONS AFFECTING ALL WATERFRONT  
AND WOODLAND AREAS

Section 1. Conditions of Limited Dock Construction. The provisions of Section 1 of this ARTICLE V shall not absolutely prohibit the construction of docks and decks over the wetlands of Woodside Plantation. However, in order to avoid an unsightly proliferation of docks along the banks of lakes or ponds within the Property, the general rule is established that docks shall be permitted only in those areas of the Property specifically designated by the Company. Moreover, even in those areas where docks are expressly and specifically permitted, Owners of Lots, Dwelling Units or other residential tracts fronting on those water bodies may not erect docks without permission for such construction being obtained from the Review Board which approval may be denied in its sole discretion, unless the Owner obtained

specific written permission to construct such dock or deck at the time of the purchase of the property from the Company. If permission for such construction is granted, any such grant shall be conditioned upon compliance with the following requirements:

(a) Complete plans and specifications including site, color or finish must be submitted to the Review Board in writing.

(b) Written approval of the Review Board to such plans and specifications must be secured, the Review Board reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons.

(c) Written approval of any local, state or federal governmental departments or agencies which have jurisdiction over construction in or near wetlands must be secured.

Any alterations of the plans and specifications or of the completed structure must also be submitted to the Review Board in writing and the Review Board's approval in writing must be similarly secured prior to construction, the Review Board reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

Section 2. Maintenance of Dock. All Owners who construct or cause to be constructed said docks, must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings and to maintain such paint or preservatives in an attractive manner. The Company or the Association shall be the judge as to whether the docks and/or boathouses are safe, clean, orderly in appearance and properly painted or preserved in accordance with reasonable standards; and, where the Company notifies the particular Owner in writing that said dock and/or boathouse fails to meet acceptable standards, said Owner shall thereupon remedy such condition within thirty (30) days to the satisfaction of the Company, and that failing to so remedy such conditions, the Owners hereby covenant and agree that the Company may make the necessary repairs, but is not obligated to make such repairs or take such actions as will bring the said dock and/or boathouse up to acceptable standards, all such repairs and actions to be at the expense, solely, of the Owner in question.

Section 3. Entry Not Trespass. Whenever the Company is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on the property of any Owner, or on the easement areas adjacent thereto entering the property and taking such action shall not be deemed a trespass.



ARTICLE VI  
SPECIAL RESTRICTIONS AFFECTING PATIO HOME SITES  
(ZERO LOT LINE PROVISIONS)

Section 1.      Patio Wall Construction. Residential Lots shown on recorded plats and on which a patio wall is designated are referred to herein as "Patio Home Sites." Dwelling Units constructed on Patio Home Sites must be constructed so as to utilize a patio wall (sometimes referred to as "privacy wall") as designated on the recorded subdivision plat. Such patio wall shall be constructed simultaneously with a Patio Home and shall be located so that the exterior of the same shall be located three (3) feet inside of and parallel to the designated Lot line on the recorded subdivision plat.

Section 2.      Location of Dwelling. The Dwelling Unit shall utilize a portion of the patio wall as one of its exterior walls (unless an alternative location of the Dwelling Unit is approved pursuant to the provisions of Section 3 of this ARTICLE VI) and shall be constructed so that neither the patio wall nor the Dwelling Unit provides any window or view openings looking into or overlooking the adjacent Lot and provides no access way or entry way into said adjacent Lot.

Section 3.      Alternative Location of Dwelling. Should an Owner of a Patio Lot desire to locate his Patio Home on a portion of the Lot other than contiguous to the patio wall, he may apply to the Review Board for approval of the alternative location. A site plan showing the proposed alternative location shall accompany such application. The Review Board's approval of the alternative location shall not relieve the Owner's responsibility to construct a patio wall as required by Section 1 of this ARTICLE VI. Approval or disapproval of an application for alternative location of a Patio Home may be based by the Review Board on purely aesthetic considerations.

Section 4.      Setbacks. Setback requirements shall be adopted and administered by the Review Board and shall be promulgated in the Building Guidelines. Those requirements shall apply to all architectural elements integrated within the enclosed habitable space of a patio home which is covered by roof, i.e. garages, carports, screened porches, etc. Roof overhangs may occur in the setback areas but shall not be closer than one foot (1') from the property line. In addition, decks, excluding those facing a golf course or a lake, may be permitted within the lot setbacks subject to approval by the Review Board. Structures shall be limited to a maximum of two stories in height. It is desirable that a variety of building heights be constructed throughout the plantation ranging from one to two stories. Should a majority of the Dwelling Units be constructed of near equal height, the Board reserves the right to require that certain homesites be developed for alternate height buildings to insure against monotony in building heights.

Section 5. Maximum Permissible Lot Area of Dwelling. The first floor enclosed area of a Patio Home may not be constructed so as to cover or occupy in excess of forty-five percent (45%) of the entire area of the Patio Lot. "Enclosed area" shall include heated and cooled area together with garage and covered porches.

Section 6. Cost of Patio Wall. The cost of construction, maintenance and repair of a patio wall shall be the sole responsibility of the Lot Owner on whose Lot the same is situated.

Section 7. Easement Adjacent to Patio Wall. There shall be reserved a three (3) foot easement on each Lot between the exterior of the patio wall and/or Dwelling Unit and the parallel Lot boundary line for the use and enjoyment of the adjacent Lot Owner, only as hereinafter provided. Said three (3) foot easement area and the exterior of the patio wall and/or Patio Home may be used by an adjacent Lot Owner only for the planting and care of shrubbery and other landscaping, providing the same does not interfere with the structural integrity of the patio wall and/or Patio Home.

Section 8. Water Run-Off Control. Each Patio Home shall be designed and constructed to insure that no excessive rain water is discharged upon the adjoining Lot. Gutters may be required in some instances at the discretion of the Review Board.

Section 9. Easement for Adjacent Patio Wall. An eight (8) foot easement is further reserved along the boundary line of each Lot, opposite the boundary line along which the patio wall is to be constructed, for the construction, maintenance, and repair of the patio wall and/or Patio Home on the adjoining Lot. The use of said easement area by an adjoining Lot Owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of fifteen (15) days each year for essential maintenance. Any shrubbery or planting in the eight (8) foot easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance or repair of his patio wall and/or Patio Home, shall be repaired or replaced at the expense of the said adjoining Lot Owner causing such damages.

Section 10. Patio Wall as Party Wall. Notwithstanding the foregoing, Owners of two (2) contiguous Patio Home Sites may apply to the Review Board for approval to construct and maintain a party wall along their common boundary line, provided that:

(a) Such party wall shall constitute an integral part of each Owner's Patio Home.

(b) The Review Board's approval of the construction of a party wall will not relieve an Owner's responsibility to construct a patio wall which is designated to be located three (3) feet from a

boundary line other than that over which the party wall is to be constructed.

(c) Provisions of this Section 10 which are in conflict or inconsistent with provisions of the preceding Sections 1-9 shall control.

ARTICLE VII  
SPECIAL RESTRICTIONS AFFECTING DUPLEX HOME SITES  
(Zero Lot Line Provision)

Section 1. Duplex Homes Subject to Provisions Regarding Party Walls. A Residential Lot shown on a recorded plat as a "Duplex Site" or "Duplex Home Site" shall be subject to the following provisions relating to party walls:

(a) Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this ARTICLE VII, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provision of this Section 1, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(f) In the event of any dispute arising concerning a party wall, or under the provisions of

this Section 1, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the question involved.

Section 2. Maximum Permissible Ground Area Coverage. The first floor enclosed area of a Duplex Home may not be constructed so as to cover or occupy in excess of fifty percent (50%) of the entire area of the Duplex Lot.

Section 3. Water Run-Off Control. Each Duplex Home shall be designed and constructed to insure that no excessive rain water is discharged upon the adjoining Lot. Gutters may be required in some instances at the discretion of the Review Board.

Section 4. Reciprocal Easement. A reciprocal easement is further reserved unto the Owners of each party wall for the construction, maintenance, and repair of the Party Wall and Duplex Unit on the adjoining Lot. The use of said easement area by an adjoining Lot Owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance.

PART THREE  
WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. The Company shall be a Member of the Association. However, in the case of multiple ownership of any Residential Lot, Dwelling Unit or other properties in Woodside Plantation, there shall be a maximum of one (1) Member. In the event of such multiple ownership of any kind, including by a partnership or corporation, the name of the Owner designated as Member shall be submitted to the Company and/or the Association each year, not later than the 1st day of January of each year and only the designated Member shall be entitled to access to the facilities of the Association as a Member of the Association. Remaining Owners shall be entitled to access only in accordance with rules and regulations established by the Association, its successors and assigns, for guests. If no designation of a Member is made by the multiple Owners, all such Owners shall be required to pay such user fees as may be established by the Association.

Section 2. Voting Rights. The Association shall have four types of regular voting memberships:

TYPE "A" - Type "A" Members shall be all those Owners of Residential Lots and any type of Dwelling Unit, whether detached, attached or multi-family, including the Company. A Type "A" Member shall be entitled to one (1) vote for each Residential Lot or Dwelling Unit which he owns. If a Dwelling Unit is constructed on more than one (1) Residential Lot, the Owner shall have one (1) vote for the Dwelling Unit but shall have no additional vote for each other Residential Lot comprising a part of the total consolidated home or building site so long as such lot remains a part of the consolidated site.

TYPE "B" - Type "B" Members shall be all those Owners, including the Company, of platted Public or Commercial Sites, Duplex Tracts and Multi-Family Tracts. A Type "B" Member shall be entitled to one (1) vote for each one-fourth (0.25) of one (1) acre contained in the Public or Commercial Site(s), Duplex Site(s) or Multi-Family Tract(s) which such Member owns; provided, however, that in computing the number of votes such Member shall have, the area contained in such property shall be rounded off to the nearest one-fourth (0.25) of one (1) acre.

TYPE "C" - Type "C" Members shall be all such Owners including the Company, of Public and Commercial Units and Private Recreational Tract. All Type "C" Members shall be entitled to one (1) vote for each One Hundred Dollars (\$100) in annual assessments paid to the Association; provided, however, that in computing the number of votes such an Owner shall have,

the amount of assessments shall be rounded off to the nearest One Hundred Dollars (\$100).

TYPE "D" - Type "D" Members shall include all those Owners, including the Company, of Unsubdivided Lands and Development Unit Parcels held and intended for future development by the Company or some third party. A Type "D" Member shall be entitled to one (1) vote for each One Hundred Dollars (\$100) of annual assessments paid to the Association; provided, however, that in computing the number of votes such an Owner shall have, the amount of assessments shall be rounded off to the nearest One Hundred Dollars (\$100).

When any Property entitling the Owner to membership as a Type "A," "B," "C" or "D" Member of the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants-in-common, tenants-in-partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same Property, then unless the instrument or order appointing them or creating the tenancy otherwise directs, and it or a copy thereof is filed with the secretary of the Association, their acts with respect to voting shall have the following effect:

- (1) if only one (1) vote, in person or by proxy, his act binds all;
- (2) if more than one (1) vote, in person or by proxy, the act of the majority so voting binds all;
- (3) if more than one (1) vote in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled its proportionate share of the vote or votes;
- (4) if the instrument or order so filed shows that any such tenancy is held in unequal interest, a majority or even split for purposes of this Paragraph shall be a majority or even split in interest;
- (5) the principles of this Paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

The voting rights of any Owner may be assigned by said Owner to his lessee who has entered into a lease with a term of two (2) years or more; provided, however, that the Owner may not assign to such lessee any vote or votes not attributable to the Property

actually leased by such lessee. The Type "A," "B," "C" and "D" Members are sometimes hereinafter collectively referred to as the "Members."

Section 3. Special Voting Membership. In addition to the Type "A," "B," "C" and "D" regular voting memberships described hereinabove, there shall be allowed a Special Voting Membership for the Company under the following circumstances:

So long as the Company's total amount of assessments paid (under its classification as a Type "A," "B," "C" or "D" Member), total amount of Association operating deficits funded by the Company and total amount of loans by the Company to the Association outstanding exceed, cumulatively, the total amount of assessments paid by all Type "A" Members or until ninety percent (90%) of the Lots and Dwelling Units in the Property (as now constituted or as hereafter enlarged by annexation as herein provided) have been sold, whichever shall occur last, the Company shall be allowed a Special Voting Membership by which it shall be entitled to the same number of votes as cumulatively held by all Type "A," "B," "C" and "D" Members (including itself), plus one (1). This provision, without further reference herein, shall be self-operative and its applicability determined, for any purpose, by reference to the Annual Statement of the Association for the preceding year, or years, required by this Declaration in Part Three, ARTICLE III, Section 14.

Section 4. Composition of Board. The Association shall be governed by a Board of Directors consisting of five (5) Members, with the number in subsequent years to be determined as provided for in the By-Laws of the Association. All members of the Board shall be Owners within the Property. In the event that all or a portion of the property described in Exhibit "B" attached hereto is annexed into the Property, the Company reserves the rights to have the Board expanded up to nine (9) members.

Section 5. Cumulative Voting Permitted. Each Member of each Membership class shall be entitled to as many votes as equals the number of votes he is ordinarily entitled to, based on his ownership of one (1) or more of the various classifications of property as computed by the formula set out hereinabove in Section 2 hereof, multiplied by the number of Directors to be elected, and may cast all of such votes for any one (1) Director or may distribute them among the number to be voted for, or all votes must be cast in whole numbers and not fractions thereof. This right, when exercised, is termed cumulative voting. Members are divided into classes for the sole purpose of computing voting rights and shall, in no event, vote as a class.

Section 6. Member to Have Power of Referendum in Certain Instances. Where specifically provided for herein, the Members,

or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, whether the levy by the Association of any Special Assessment, and the addition or deletion of functions or services which the Association is authorized to perform. In the event fifty-one percent (51%), or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor.

In the event of a dispute as to whether a Referendum is required, the following action may be taken:

Within thirty (30) days after the adoption by the Directors of any action which is, in the opinion of the Members, subject to a Referendum, a petition signed by not less than twenty-five percent (25%) of the total membership of the Association may be filed with the Secretary of the Association requesting that any such action be either repealed or submitted to a vote of the Members.

Regarding any issue, except those expressly provided for otherwise in this Declaration, which involves Special Assessments, extraordinary expenditures, or commitments by the Association that principally benefit the Company, to the exclusion of other Owners, there shall be a Referendum in which the Company shall not be permitted to cast its Special Voting Membership votes, as hereinabove described, but shall be limited to the votes allotted it under Classes "A," "B," "C" and "D" designations.

Section 7. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast twenty-five percent (25%) of the total vote of the membership of the Association. In the event the



required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such third meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this ARTICLE I, Section 7, and any other requirements for such "duly called meeting" which may be established by the By-Laws of the Association. This provision shall not apply when the proposed action is the amendment of this Declaration and the quorum requirement established by Part Four, ARTICLE II, Section 2 shall govern in that instance. For the purpose of this Section 7, "proper notice" shall be deemed to be given when given each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

Section 8. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing; provided, however, that proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specially provided ballots mailed to the Association.

## ARTICLE II

### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easement of Enjoyment in Common Properties. Subject to the provisions of these Covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type "A," "B," "C" and "D" Member and every tenant and guest of such Type "A," "B," "C" and "D" Member shall have a right of easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot, Dwelling Unit, Multi-Family Tract, Duplex Tract, Public and Commercial Site, Public and Commercial Unit, or Development Unit Parcel. The privilege granted to guests and tenants of twelve (12) months or less of Members to use and enjoy the Common Properties (but not the right and easement to use the roads belonging to the Association, subject to the rules, regulations and fees, if any, established by the Association for such use) may be denied to or withdrawn from such guests or tenants of twelve (12) months or less by an affirmative vote of ninety percent (90%) of the votes cast at a meeting of the Association called for the purpose of voting on such denial or withdrawal.

Section 2. Members' Easement of Enjoyment in Restricted Common Properties. Subject to the provisions of these Covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type "A" Member, but not Type "B," "C" or "D" Member, shall have a right and easement of enjoyment in and to the Restricted Common Properties and such easement shall be appurtenant to and shall pass with the

title of every Residential Lot and Dwelling Unit. By an affirmative vote of ninety percent (90%) of the votes cast at a meeting of the Association called for the purpose of voting on such proposal, a "Restricted Common Property" may be changed into an unrestricted "Common Property."

Section 3. Title to Common Properties and Restricted Common Properties. The Company Covenants for itself, its successors and assigns, that it shall convey to the Association, at no cost to the Association, by limited warranty deed, those parcels of land and facilities described in Section 5 of this ARTICLE II, within two (2) years after the Company has completed improvements thereon, if such be required. Upon such conveyance, or upon completion of any improvements thereon by the Company, if such be required, such that the facility is functionally complete, the Association shall immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association's Board of Directors. It is the purpose of this provision to provide that the Association shall be responsible for all maintenance of Common Properties and Restricted Common Properties upon which all improvements required to be made by the Company have been completed, notwithstanding the fact that the Company is not obligated to convey or lease such properties to the Association until two (2) years after such improvements have been completed thereon.

Natural areas, wetlands, trail areas, roads, etc. shall be conveyed in large or small parcels from time to time after the Company has completed the surveying and platting of all adjacent subdivisions for single-family detached, duplex and patio housing areas, multi-family tracts or public and commercial sites which may abut such natural areas, wetlands, trail areas, roads, etc. The Company covenants for itself, its successors and assigns, that it shall convey by deed to the Association all such properties within two (2) years of notification to all Members of the Association, in writing, of its intent to convey such properties; provided, however, that in the case of Common Properties or Restricted Common Properties upon which improvements are required to be made by the Company, such notification of "intent to convey" shall not be deemed to be made until such time as the improvements have been completed such that the facility is functionally complete. Such notification will not normally show metes and bounds and, in any event, the metes and bounds as shown on the recorded plat and deed to the Association shall govern. All said parcels of land may be conveyed to the Association subject to: (1) all restrictive covenants of record at the time of the conveyance, including but by no means limited to this Declaration; (2) all existing mortgages; and (3) a reservation by the Company of the right to substitute or add new mortgages thereon; provided, however, that in no event shall the Association be obligated to assume the payment of principal or interest on any such mortgages. Notwithstanding anything in the foregoing to the contrary, the Company shall not be required to convey the above-referred-to parcels where such conveyance would

be prohibited under agreements existing on the date hereof but, in such case, shall be allowed to postpone such conveyance, without penalty, until such time as said prohibition may be nullified.

Section 4.      Extent of Members' Easement.      The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association, in accordance with its By-laws, to borrow money from the Company or any other lender for the purpose of improving and/or maintaining the Common Properties and Restricted Common Properties, and providing services authorized herein and in aid thereof to mortgage said properties; and
- (b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures; and
- (c) the right of the Association, as provided in its By-laws to suspend the rights and easements of enjoyment of any Member, or any Tenant or Guest of any Member, for any period during which the payment of any assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment, and provided that the Association shall not suspend the right to use the roads belonging to the Association subject to the rules, regulations and fees, if any, established by the Association for such use; and
- (d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties and Restricted Common Properties, and any facilities included therein, including the right of the Association to charge a reasonable toll for the use of the roadways belonging to the Association, provided, however, that such rights of the Association shall not be construed to impair or qualify an Owner's rights of ingress and egress to his Property; and

- (e) the Board of Directors of the Association shall have full discretion to determine the amount of the fee or toll for use of said roadways; provided, however, that such fee or toll shall be limited to an amount which generates sufficient sums to the Association to cover the cost of the operation of entry control security stations; to repair, rehabilitate, resurface and otherwise maintain said roadways; to provide for the maintenance and clean-up of rights-of-way; to provide drainage along said roadways and to provide for motorized security patrols. The Board of Directors of the Association shall further have the power to place any reasonable restrictions upon the use of the Association's roadways, subject to an Owner's right of ingress and egress, including but not limited to the types and sizes of vehicles permitted to use said roads, the maximum and minimum speeds of vehicles using said road, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of the roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Property shall not make such restrictions unreasonable. The Member's easement shall likewise be subject to the provisions of Part Two, ARTICLE I, Section 27 hereof. This Paragraph (e) establishes a maximum charge restriction on fees which may be charged for road entry and use of roads. The Board of Directors of the Association may supplement, with an allocation of a portion of the receipts from the annual assessment on the Property, the funds (if any) received from road use fees or tolls, to carry out the functions and activities as described in this Paragraph (e); and
- (f) the right of the Company or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility easements on any part of the Common Properties and Restricted Common Properties; and
- (g) the right of the Association to give or sell all or any part of the Common Properties and Restricted Common Properties, including leasehold interests, to any public agency, authority, public service district, utility

or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfers and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Part Four, ARTICLE II, Section 2, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties or Restricted Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership; and

- (h) the rights of reversion of the Lessor of any Common Properties or Restricted Common Properties leased by the Association upon expiration of the lease.

Section 5. Transfers to Association. The Company covenants for itself, its successors or assigns, that, upon the sale of ninety percent (90%) of the Residential Lots or Dwelling Unit planned for Woodside Plantation as now constituted or as hereafter enlarged by annexation as herein provided, but not later than December 31, 1999, it shall convey to the Association by limited warranty deed those properties designated on the Partnership's Master Plan or in the deeds conveying such properties as "Common Properties" or "Restricted Common Properties," including the properties listed below. Such conveyances shall be subject to all the restrictions and limitations of the various Parts and Articles of this Declaration, and any other restrictions, reservations and limitations of record. The properties consist of the following:

- (a) As Common Properties. (1) All community roads and rights-of-way thereof within the properties which connect all Residential Lots, Dwelling Unit, Multi-Family Tracts, Duplex Tracts, Public or Commercial Sites,

Public or Commercial Units, Private Recreational Tract, and Development Unit Parcels, to the highways of the State of South Carolina, as such roads and rights-of-way are completed; (2) All common-use bike trails, jogging trails, equestrian riding trails, streams, creeks and lakes not contained, or designated on the Master Plan to be contained, within a Residential Lot Subdivision, Multi-Family Tract, Duplex Tract, Public or Commercial Site, Private Recreational Tract or Development Unit Parcel which is to be conveyed periodically along with Open Space areas as completed, or not contained or to be contained within Neighborhood areas.

- (b) As Restricted Common Properties. There shall be conveyed to the Association without charge all properties designated by the Company for the exclusive common use and enjoyment of Owners of Residential Lots and Dwelling Unit, their immediate families, guests accompanying such Owners, tenants of such Owners holding leases of twelve (12) months' duration or longer, and the Company, all areas specifically designated as Restricted Common Properties.

### ARTICLE III COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Company covenants, and each Owner of any Residential Lot, Dwelling Unit, Multi-Family Tract, Duplex Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, Unsubdivided Land, and Private Recreational Tract, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) Annual assessments or charges; and (2) Special assessments or charges for the purposes set forth in this ARTICLE III, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special assessments together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or entity which was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot, Dwelling Unit, Multi-Family Tract, Duplex Tract, Public and

Commercial Site, Public and Commercial Unit, Development Unit Parcel, Unsubdivided Land, and Private Recreational Tract all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The Annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement and operation of the Common Properties and Restricted Common Properties, and to provide services which the Association is required or authorized to provide. In carrying out these duties, the Association may make payment of taxes and insurance thereon, make improvements on Common Properties and Restricted Common Properties, pay the cost of labor, equipment, materials, management, supervision, accounting, and Member information services, maintain offices and equipment, repay any loans made to the Association, and take such other action as is necessary to carry out its required or authorized functions.

Section 3. Application of "Minimum" and "Maximum" Assessment. The minimum annual assessment, as set forth in the schedule hereinbelow, shall be levied by the Association unless the Board of the Association, by unanimous vote, determines that the important and essential functions of the Association may be properly funded only by an assessment above the minimum but not more than the applicable maximum regular assessment, as set forth in the schedule hereinbelow. If the Board of Directors shall levy the applicable minimum assessment for any assessment year and thereafter, during such assessment year, determine that the important and essential functions of the Association cannot be funded by the minimum assessment, the Board may, by unanimous decision, levy a supplemental assessment but in no event shall the sum of the minimum and supplemental regular annual assessments for that year exceed the applicable maximum regular assessments.

For the purposes of this Section 3, the term "supplemental assessment" shall mean any assessment in excess of the amount reflected in the schedule below as the applicable "minimum regular assessment" for such type of property, up to the amount reflected as the "maximum regular assessment" for such type of property.

The annual assessment minimum and maximum amounts shall be the sums calculated in accordance with the following schedule as may be increased in each instance by an inflation adjuster as set forth in this Part Three, ARTICLE III, Section 3(j) hereinbelow.

	<u>Minimum Regular Annual Assessment</u>	<u>Maximum Regular Annual Assessment</u>
(a) Residential Lots	\$180.00	\$270.00

Property shall not be classified for purposes of these Covenants and these Annual Assessments as a Residential Lot, whether conveyed to the purchaser by the Company, or held by the Company in its own inventory, until the first day of January after all of the following have been accomplished:

- (1) recording of a plat in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, showing such Residential Lot;
- (2) approval by the Interstate Land Sales Registration Division, Office of Manufactured Housing and Regulatory Functions, Department of Housing and Urban Development, or successor agencies, permitting such Residential Lot to be offered for sale, if applicable or qualification for the "Single Family Residence" exemption pursuant to the Regulations of said agency;
- (3) a contract has been let by the Company, its successor or assigns or licensee, for the installation of water, paving and sewage facilities within two hundred (200) feet of the Lot line of such Residential Lot.

	<u>Minimum Regular Annual Assessment</u>	<u>Maximum Regular Annual Assessment</u>
(b) Dwelling Units	\$360.00	\$540.00
(including all forms of residential units, whether detached, patio, duplex, condominium, apartment, villa, etc.)		

Property shall not be classified for purposes of these Covenants and those Annual Assessments as a Dwelling Unit until roof and windows have been installed, and assessment and the improved property rate shall begin on the next January 1st thereafter.

	<u>Minimum Regular Annual Assessment</u>	<u>Maximum Regular Annual Assessment</u>
(c) Multi-Family and Duplex Residential Tract:	1/4 of 1% of bona fide sales price	1/2 of 1% of bona fide sales price
(d) Public and Commercial Site:	1/4 of 1% of bona fide sales price	1/2 of 1% of bona fide sales price



	<u>Minimum Regular Annual Assessment</u>	<u>Maximum Regular Annual Assessment</u>
(e) Public and Commercial Unit:		
(1) Inns, and any other commercial facility offering year-round overnight transient accommoda- tions:	\$.45/sq. ft. of enclosed heated & air-conditioned space	\$.60/sq. ft. of enclosed heated & air-conditioned space
(2) Other Commer- cial Units operated for profit (restaurant, retail store, real estate sales office, etc.):	\$.45/sq. ft.	\$.60/sq. ft.
(3) Commercial Office Space:	\$.45/sq. ft. of enclosed heated & air-conditioned space	\$.60/sq. ft. of enclosed heated & air-conditioned space

For purposes of the above assessment, hourly, daily, or weekly user fees shall be strictly construed to exclude any annual Member dues or initiation fees.

- |   |                           |                         |
|---|---------------------------|-------------------------|
| (4) All agencies<br>renting bicy-<br>cles, auto-<br>mobiles,<br>or other ve-<br>hicles within<br>the Property<br>shall pay an<br>assessment<br>on their<br>site, whether<br>owned or<br>leased, of: | 2.5% of gross<br>receipts | 5% of gross<br>receipts |
|---|---------------------------|-------------------------|

	<u>Minimum Regular Annual Assessment</u>	<u>Maximum Regular Annual Assessment</u>
(5) All rental management operations operated from land or buildings located within the Property or by means of vehicles circulating within the Property shall pay, in addition to the assessment on a square footage basis as set forth herein, an assessment of:	1/2 of 1% of gross rentals	1% of gross rentals
(6) Outdoor Recreation Facilities: (The Woodside Country Club golf and other recreational facilities are NOT included in this category)	1% of revenues from hourly, daily, or weekly user fees	2% of revenues from hourly, daily, or weekly user fees

For purposes of these assessments and voting rights hereunder, a property will not be classed as a Public or Commercial Unit until roof and windows have been installed, and assessment at the improved property rate shall begin on the next January 1st thereafter.

	<u>Minimum Regular Annual Assessment</u>	<u>Maximum Regular Annual Assessment</u>
(e) Unsubdivided Land:		
All Unsubdivided Land contained within the Property:	\$15.00/acre	\$27.50/acre

	<u>Minimum Regular Annual Assessment</u>	<u>Maximum Regular Annual Assessment</u>
(f) All Development Unit Parcels contained within the Property:	1/4 of 1% of bona fide sales price	1/2 of 1% of bona fide sales price

For purposes of the above assessment, "bona fide sales price" shall be the sales price at which such Property was originally conveyed by the Company, its successors or assigns to a third party purchaser.

	<u>Minimum Regular Annual Assessment</u>	<u>Maximum Regular Annual Assessment</u>
(g) Private Recreational Tract:	\$50.00 per acre or 1% of annual operating budget, whichever is greater; provided, however, that the assessment for the Woodside Country Club recreational facili- ties shall be an amount per annum de- termined by using the following formula:	\$90.00 per acre or 1% of annual operating budget, whichever is greater; as to Woodside Country Club, same formula applies.

The total number of  
golf holes operated  
by the Club, multi-  
plied by the dollar  
amount of the Dwelling  
Unit assessment under  
subparagraph (b) above,  
all determined as of  
January 1 of the  
assessment year.

(h) The Company will provide to the Association upon request a copy of all plats of Woodside Plantation properties recorded at the Office of the Register of Mesne Conveyances by the Company.

(i) The assessments charged by the Association shall be rounded off to the nearest dollar.

(j) From and after January 1, 1988, the minimum and maximum annual assessment may be increased each year by the Board of Directors of the Association by an amount not in excess of five percent (5%) per year, or the percentage increase between the first month and the last month on an annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967-100) (hereafter "C.P.I.") issued by the U.S. City Average, Labor

Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas" whichever of these two percentage figures is larger, unless three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirement established by Part Three, ARTICLE II, Section 2 hereof, vote against such increase or vote to increase said annual assessment by a greater amount or to decrease the minimum and maximum annual assessment. In the event that the C.P.I. referred to above shall be discontinued, there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

In the event the Board does not increase the minimum and maximum annual assessment in a given year, or increases it in an amount less than that which is authorized by this Section 3, paragraph (j), the Board shall be deemed to have reserved the right and shall be authorized in subsequent years to implement that reserved portion of the authorized but unexercised authority to increase said assessment but any application of same may only be given prospective application. As an illustration, if the Board was authorized to increase the minimum and maximum by five percent (5%) in years 1988 and 1989 but chose not to impose such increases, it could increase the minimum and maximum in 1990 by the amount applicable for 1990 plus up to ten percent (10%), for levy in 1990.

The Board of Directors of the Association may by unanimous decision, after consideration of current costs and future needs of the Association, fix the annual regular assessment for any year at an amount less than the applicable minimum regular annual assessment, but such action shall not constitute a waiver by the Association of its right to revert to the full minimum regular assessment in subsequent years. However, if the Board of Directors fixes such regular annual assessment at an amount less than the minimum and it subsequently is determined by the Board that the amount assessed will not be sufficient, the Board shall have the power to make a supplemental regular annual assessment, but in no event shall the sum of the initial and supplemental regular annual assessments in any one year exceed the applicable maximum regular assessment. Moreover, supplemental regular annual assessments of this type may not be assessed for any year prior to the year in which such supplemental annual assessments is levied.

Any increase or decrease in the fixed amount of the annual maximum or minimum regular assessment shall be made in such a manner that the proportionate increase or decrease in such maximum or minimum assessment is the same for Owners of Residential Lots and Dwelling Units, Multi-Family Tracts, Duplex Tracts, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels, Unsubdivided Land or Private Recreational Tract, and likewise any time the actual assessment levied by the Board of Directors of the Association is less than the

minimum regular annual assessment such decrease shall be apportioned among the Owners of Residential Lots and Dwelling Units, Multi-Family Tracts, Duplex Tracts, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels, Unsubdivided Land and Private Recreational Tract, such that the proportionate decrease received by each class of Owners of the various classes of the property may be altered only by the favorable vote of ninety percent (90%) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Part Three, ARTICLE III, Section 8 hereof, and by ninety percent (90%) of the votes cast at said meeting by the Members of the classes whose proportionate share is being altered.

Section 4. Special Assessments for Improvements and Additions. In addition to the annual regular minimum and maximum assessments authorized by Section 3 hereinabove, the Association may levy special assessments, for the purpose of construction or reconstruction, repair or replacement of capital improvements upon the Common Properties or Restricted Common Properties, including the necessary fixtures and personal property related thereto, or for additions to the Common Properties or Restricted Common Properties or to provide for the necessary facilities and equipment to offer the services authorized herein, and repay any loan made to the Association to enable it to perform the duties and functions authorized herein, provided that such assessment; shall have received the assent of a majority of the votes of the Members responding to a mail Referendum within thirty (30) days of mailing, with such mail Referendum to include a statement prepared by the Directors of the Association favoring such assessments stating the reasons therefor, together with a statement prepared by the Directors dissenting from such assessment; provided, however, that neither of such statements may exceed a maximum length of five (5) pages on each proposed assessment. This provision shall be interpreted to mean that the Association may make in any one year an annual assessment up to the maximum set forth in Section 3 of this ARTICLE III, plus an additional special assessment which additional special assessment may not exceed the amount set for the maximum annual assessment on any particular class or type property. The fact that the Association has made an annual assessment for an amount up to the permitted maximum shall not affect its right to make a special assessment during the year.

The proportion of each special assessment to be paid by the Owners of the various classifications of assessable property shall be equal to the sum of the total applicable regular maximum assessments of all property in that class, for the assessment year during which such special assessments are approved, expressed as a percentage of the sum of the total applicable maximum regular assessments on all property within the Property for the year during which such assessment is approved. Such special assessment in any one year may not exceed a sum equal to the amount of the maximum annual assessment for such year except

for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

Section 5. Reserve Fund. The Association shall establish a reserve fund from its regular annual assessments to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs or replacements of improvements, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss. Such fund shall not exceed ten percent (10%) of its receipts from the regular annual assessments in each year. Moreover, the total of said reserve shall not exceed in the aggregate a sum equal to one hundred percent (100%) of the annual Association budget without approval of the Members in the same manner as specified for approval of special assessments for additions and improvements.

Section 6. Neighborhood Area Special Assessments. Upon the designation by the Company prior to the sale of Residential Lots or Dwelling Units within a particular designated Neighborhood Area within the Property or on petition of sixty percent (60%) of all Owners within a particular designated Neighborhood Area, as such may be designated on a recorded subdivision plat, the Board of Directors of the Association may levy a special assessment (within the total maximum limits of such special assessments as set forth in Section 4 hereinabove) applicable only to the Owners within that immediate Neighborhood Area to undertake special neighborhood improvements, neighborhood rehabilitation or construction, and neighborhood maintenance. Such special assessment may likewise be proposed by the Board of Directors of the Association rather than by petition as provided for hereinabove, and if proposed by the Board of Directors then such proposal shall be submitted to a Referendum of all Owners within that particular Neighborhood Area, and such special assessment shall be levied only upon a favorable response to said Referendum, as shall be indicated by not less than seventy-five percent (75%) of the votes cast voting in favor of such special assessment.

In the event of election of a Neighborhood Area to be assessed by the Association for special improvements, construction, or maintenance within those Areas, the Association shall be authorized to borrow money to fund such special improvements, construction, or maintenance and to repay any such loan with the receipts from the special assessment authorized therefor.

In the event a general special assessment is levied by the Board of Directors of the Association as may be authorized by this ARTICLE III, and such general special assessment is levied subsequent to election by the Members of a Neighborhood Area for a special assessment for the same purpose as the special assessment as provided for hereinabove, then the Members of such Neighborhood Area shall be liable for the general special assessment only to the extent of any difference between the special

assessment for the Neighborhood Area and the total authorized maximum limits of any special assessment, provided, however, that if the special assessment for the Neighborhood Area shall be for a lesser term than that of the general special assessment, then the Members within the Neighborhood Area shall, upon final payment of the special assessment for that area, thereupon become obligated to continue to pay the general special assessment upon any subsequent due dates therefor, in an amount equal to a full proportionate share for such Member notwithstanding the fact that his obligation for the general special assessment was a lesser amount during the term of the special assessment for the Neighborhood. It is the purpose of this provision to insure that no Member shall have to pay for a duplication of assessments for identical services.

Section 7. Change in Minimum and Maximum Amounts of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall apply to any merger or consolidation in which the Association is authorized to participate under Part One, ARTICLE II, Section 2, hereof, and under the By-laws of the Association.

Section 8. Quorum for any Action Authorized Under This ARTICLE. The quorum required for any action authorized to be taken by the Association Members under this ARTICLE III shall be as follows:

The first time any meeting of the members of the Association is called to take action under this ARTICLE III, the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast twenty-five percent (25%) of the total vote of the membership of the Association.

Section 9. Annual Assessments Determination Date and Due Date. Unless otherwise provided herein, property shall be assessed according to its character as of January 1 of the assessment year, i.e. Residential Lot, Dwelling Unit, Public and Commercial Unit, etc.

Beginning with the year 1987 and thereafter, the annual assessment shall be made for the calendar year in advance and shall become due and payable within sixty (60) days after the amount of such assessment is fixed by the Board of Directors of the Association. The Board of Directors of the Association shall have the power to change the date upon which annual assessments become due and payable and also to determine the method of payment of annual assessments, i.e., lump sum, monthly installments, quarterly, etc.; provided, however, that the annual assessment shall be due and payable at least annually and

provided further that the Association shall permit a Member to elect to pay the annual assessment in equal monthly installment on terms that are not more than a total of ten percent (10%) greater than a possible discount lump sum payment.

In any instance where assessments, either in whole or in part, are based upon percentages of gross revenues as stated herein, such assessments for the coming year shall be based upon the revenues produced through December 31st of the preceding year, whether for a full year or a fraction of a year.

Section 10. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Residential Lot, Dwelling Unit, Multi-Family Tract, Duplex Tract, Public or Commercial Site, Public or Commercial Unit, Development Unit Parcel, Unsubdivided Land, or Private Recreational Tract, within the minimum and maximum assessment range as provided hereinabove, and shall, at that time, direct the preparation of an index of the properties and assessments applicable thereto which shall be kept in the office of the Association and which shall be open to inspection by any Owner. Written notice of assessment shall thereupon be sent to every Owner subject thereto.

The Board of Directors shall not have authority to levy a special assessment above the maximum regular assessment unless such special assessment is approved by a Referendum relating thereto as herein provided.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

Section 11. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessment is not paid on or before the past-due date specified in Section 9 hereof, then such assessment shall become delinquent and shall, together with a late charge thereon at the rate of one and one-half percent (1.5%) per month from the due date and cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner at the time when the assessment first became due and payable to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors-in-title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law



against the Owner personally and there shall be added to the amount of such assessment the late charges hereinabove specified until judgment, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment at the rate of eighteen percent (18%) per annum or the maximum lawful rate on such judgments and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

In addition to the rights of action set forth above, the Board of the Association may suspend the membership rights of any Member during the period when the assessment remains unpaid. Upon payment of such assessment and late charges, etc., the Owner's rights and privileges shall be automatically restored. This provision shall not empower the Board to suspend the rights to use the roads within the Property.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure and, provided, further, that any delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Members as an expense of the Association. Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by mortgagee to a subsequent Owner; provided, however, that the mortgagee shall not be liable for assessments until it has held title to the property for more than one (1) year.

Section 13. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

(a) the grantee in conveyances made for the purpose of granting utility easements;

(b) all Common Properties and Restricted Common Properties as defined in Part One, ARTICLE I, Section 1, hereof and all Open Space or Private Open Space as described in Part Two, ARTICLE III;

(c) Property which is used for any of the following purposes:

1. in the maintenance and service of facilities within the properties;

2. places of worship; community, civic and cultural clubs; operating farms and/or animal pastures; woodland, lakes, creeks, wetland and swamp conservancies; libraries; utilities; nursery and other schools and instructional centers; medical centers, hospitals, clinics; nursing care, rest and convalescent homes; facilities of non-profit associations (not intended to imply that Owners are exempt from assessments on their Lot, Dwelling Unit, etc., but rather that, for example, a condominium association or a neighborhood association is not also assessed over and above the specific property assessments of the Owners); and charitable institutions;

3. all lands below any lake, creek or stream.

Section 14. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association; provided; however, that this requirement shall be construed to apply only to creditors of more than One Thousand Dollars (\$1,000). Such officer shall furnish to each Member of the Association and any holder of a first mortgage on any Dwelling Unit who may make request therefor in writing, a copy of such statement within thirty (30) days after receipt of such request. Such copy may be furnished to the Member or mortgage holder either in person or by mail.

#### ARTICLE IV FUNCTIONS OF ASSOCIATION

Section 1. Ownership and Maintenance of Common Properties and Restricted Common Properties. The Association shall be authorized to own and maintain Common Properties and Restricted Common Properties, equipment, furnishings, and improvements devoted to the following uses:

- (a) for roads or roadways, and parkways along said roads or roadways throughout the Property;
- (b) for sidewalks, walking paths or trails, bicycle paths, and bridle paths throughout the Property;

- (c) for private security force protection including security stations, maintenance building and/or guard houses, and security equipment; and buildings used in maintenance functions;
- (d) for providing any of the services which the Association is authorized to offer under Section 2 of this ARTICLE IV;
- (e) for purposes set out in deeds or long-term leases by which Common Properties and Restricted Common Properties are conveyed or leased to the Association, provided that such purposes shall be approved by the Members of the Association as set out in Section 3 of this ARTICLE IV;
- (f) for lakes, play fields, tennis and golf facilities, historic parks, wildlife areas, fishing facilities, open spaces, wildlife conservancies and other recreational facilities of any nature;
- (g) for community meeting facilities serving the Property;
- (h) for water and sewage facilities and any other utilities, if not provided by a private utility or public or municipal water and sewer authority;
- (i) for insect control within the Property;
- (j) for drainage facilities serving the Property.

Section 2. Authorized Services. The Association shall be authorized but not required to provide the following services:

- (a) cleanup and maintenance of all roads, roadways, parkways, lakes and other Common Properties and Restricted Common Properties, within the Property and also all public properties which are located within or in a reasonable proximity to the Property such that their deterioration would affect the appearance of the Property as a whole including, but by no means limited to the Silver Bluff median if and when developed by the Company and the applicable authorities;
- (b) landscaping of roads and parkways, sidewalks and walking paths and any other Common Properties or Restricted Common Properties;

- (c) transportation facilities other than privately owned automobiles, e.g., buses, electric vehicles, etc., paid for by special assessment as provided for in Part Three, ARTICLE III, Section 4 hereof.
- (d) lighting of roads, sidewalks and walking paths throughout the Property;
- (e) security functions, including but not limited to the employment of security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Property, and assistance in the apprehension and prosecution of persons who violate the laws of South Carolina within the Property;
- (f) fire protection and prevention;
- (g) garbage and trash collection and disposal;
- (h) insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the state and local governments;
- (i) the services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;
- (j) maintenance of all lakes and ponds located within the Property, including the stocking of such lakes and ponds;
- (k) to take any and all actions necessary to enforce all covenants and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property;
- (l) to set up and operate an architectural review board in the event that the Association is designated by the Company as the agent of the Company for such purpose;
- (m) improvement of fishing available to Members within the Property;

- (n) to conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests;
- (o) to construct improvements on Common Properties or Restricted Common Properties, for use for any of the purposes or as may be required to provide the services as authorized in this ARTICLE;
- (p) to provide administrative services including but not limited to: legal; accounting and financial; and communication services informing Members of activities, notice of meetings, referendums, etc., incident to the above-listed services.

In the event the Company is unable or unwilling to perform any of the services listed above in a manner satisfactory to the Board of Directors of the Association, the Association shall be and hereby is authorized to perform such services.

Section 3. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of Sections 1 and 2 of this ARTICLE IV. Except as herein expressly mandated, the functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. Special assessments shall be submitted for referendum as herein provided. The functions and services which the Association is authorized to carry out or to provide, may be added or reduced at any time upon the affirmative vote of fifty-one percent (51%) or more of those voting in a Referendum within Class A, Class B, and Class C Members conducted by the Board of Directors under the same procedures as for a special assessment; provided, however, that in any referendum for the deletion of a service to Class D Members, such Members shall also be entitled to vote.

Section 4. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to borrow money for use by the Association and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans made to the Association which loans shall be used by the Association in performing its authorized functions. The Company may, but shall not be obligated to, make loans to the Association, subject to approval by the Company of the use to which such loan proceeds will be put and the method by which such loans will be repaid and subject to a maximum of loan amount approved by the Company, at interest rates acceptable to the Company. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the

limits of the minimum regular annual assessment at any time there is outstanding any amounts due the Company as repayment of any loans made by the Company to the Association.

Section 5. Contracts. The Association, prior to the passage of control from the Company to the Members as herein provided, shall not enter into any contracts or leases, including management contracts, which would bind the Association either directly or indirectly unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control of the Association from the Company to the Members, upon not more than ninety (90) days' notice to the other party to the contract or lease.

Section 6. Working Capital. An additional function of the Association shall be to establish at the time of activation of the Association a working capital fund which shall collect at least two (2) months' assessments for each Lot or Dwelling Unit. Each Lot or Dwelling Unit's share of the working capital fund must be collected from the purchaser of the Lot or Dwelling Unit and transferred to the Association at the time of closing of the initial sale of each Lot or Dwelling Unit from the Company or other initial grantor. The working capital funds shall be maintained in an account for the use and benefit of the Association. The purpose of this fund is to insure that the Association Board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advanced payment of regular assessments.

Section 7. Information. It shall be the responsibility of the Association to make available to Owners and mortgage lenders making loans to Owners, and to holders, insurers or guarantors of any first mortgage on a Dwelling Unit within the Property, current copies of the Declaration, By-Laws, other rules and regulations relating to the Property, and the books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal working hours or under other reasonable circumstances.

Section 8. Lenders' Notices. An additional function of the Association shall be to provide, upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot or Dwelling Unit number or address, written notice to any mortgage holder, insurer or guarantor of any of the following matters:

- (a) any condemnation or casualty loss that affects either a material portion of the Property or the Lot or Dwelling Unit securing its mortgage;

(b) any sixty-day delinquency in the payment of assessments or charges owed by the Owner of any Lot or Dwelling Unit on which the lender holds the mortgage;

(c) a lapse, cancellation or material modification or any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 9. Insurance Requirements. The Association shall at all times maintain in full force and effect casualty (hazard and flood) and liability insurance and fidelity bond coverage as hereinafter specified:

(a) Hazard Insurance - The hazard coverage required hereunder shall protect at least against loss or damage by fire or all other hazards that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar structures, including those covered by the standard "all risk" endorsement, and shall likewise include, but shall not necessarily be limited to, the following coverage:

(i) Required Coverage. The Association shall maintain a policy of property insurance, with the premiums being paid as a common expense. The policy must cover all of the Common Properties and Restricted Common Properties, except for those that are normally excluded from coverage, such as land, foundation, excavation, etc. Fixtures and building service equipment that are considered part of the Common Properties and Restricted Common Properties, as well as personal property and supplies of the Association, shall be covered.

(ii) Amount of Insurance. Insurance should cover one hundred percent (100%) of the current replacement cost of the insured facilities. Coverage does not need to include land, foundations, excavation or other items that are usually excluded from insurance coverage.

(iii) Special Endorsements. The insurance coverage herein required shall include Agreed Amount and Inflation Guard Endorsements when it can be reasonably obtained. Construction code endorsements such as Demolition Costs Endorsements,

Contingent Liability from Operation of Building Laws Endorsements and Increased Cost of Construction Endorsements shall be required when reasonably obtainable.

(b) Flood Insurance - If any part of the project is in a flood hazard zone - as defined by the Federal Emergency Management Agency - the Association must maintain a "master" or "blanket" policy of flood insurance and provide for the premiums to be paid as a common expense. The policy should cover any buildings on Common Properties or Restricted Common Properties and any other real or personal property of the Association. The amount of insurance should be at least equal to the lesser of one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area; or, the maximum coverage available for the property under the National Flood Insurance Program.

(c) Liability Insurance - The Association shall maintain a comprehensive general liability insurance policy covering all common areas, public ways and any other areas comprising the Common Properties and Restricted Common Properties which are under its supervision. The insurance should also cover commercial spaces, if any, that are owned by the Association, even if they are leased to others. The policy shall provide coverage of at least ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage for a single occurrence. The liability insurance should provide coverage for the following:

(i) bodily injury and property damage that results from the operation, maintenance or use of the Common Properties and Restricted Common Properties, and any facilities thereon; and

(ii) any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

The Association's liability policy shall provide for at least ten (10) days' written notice to the Association before the insurer can cancel or substantially modify the policy.

(d) Fidelity Bonds - The Association shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not that person receives compensation for their services. Any management agent retained by the Association that handles funds for the



Association shall also be covered by its own fidelity bond.

Except for fidelity bonds that a management agent obtains for its personnel, all other bonds shall name the Association as an obligee and shall have their premiums paid as a common expense by the Association.

The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. Additionally, the fidelity bond coverage must at least equal the sum of three (3) months' assessments of Lots and Dwelling Units in the Property, plus the Association's reserve funds.

The bonds must include a provision that calls for ten (10) days' written notice to the Association before the bond can be cancelled or substantially modified for any reason. This same notice must also be given to each servicer that services a FNMA-owned mortgage in the Property provided the Association has been given notice from such servicer and a request for such notification.

PART FOUR  
GENERAL PROVISIONS

ARTICLE I  
DURATION

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five-year period this Declaration shall be automatically renewed and extended for successive ten-year periods. The number of ten-year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten-year renewal period for an additional ten-year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial twenty-five-year period, or during the last year of any subsequent ten-year renewal, period three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating the Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in Official Real Estate Records for Aiken County, South Carolina, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

ARTICLE II  
AMENDMENTS

Section 1. Procedure for Amendments. The procedure for further amendment of this Declaration shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30)

days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes necessary to adopt the amendment, and the total number of votes cast against the amendment. Such Addendum shall be recorded in the Official Real Estate Records of Aiken County, South Carolina.

Section 2. Quorum Required for Amendment by Members. The quorum required for any action authorized to be taken by the Association under this ARTICLE II shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this ARTICLE II, the presence at the meeting of the Members or proxies entitled to cast sixty percent (60%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast fifty percent (50%) of the total vote of the Association.

Section 3. Limited Right of Amendment by Company. The Company reserves in each instance the right to add additional restrictive covenants to Part Two hereof in respect to lands conveyed in the future in Woodside Plantation, or to limit therein the application of Part Two of these Covenants, provided that no limitations shall be made applicable to a portion of the Lots in a platted subdivision, with any limitations to this Declaration of Covenants to be applicable only as to subdivisions in which no parcels or Lots have been previously conveyed subject to this prior Declaration of Covenants.

### ARTICLE III NOTICES

Section 1. How Notice Given. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as Owner in the public records of Aiken County, South Carolina, on the first day of the calendar month in which said notice is mailed.

Section 2. Notice to Co-Owners. Notice to one (1) of two (2) or more co-owners of a Residential Lot, Dwelling Unit, Multi-Family Tract, Duplex Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or Private Recreational Tract shall constitute notice to all co-owners.

Section 3. Notice Where Address or Ownership Changed. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day 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.

#### ARTICLE IV ENFORCEMENT, SEVERABILITY AND INTERPRETATION

Section 1. Who May Enforce Generally. In the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration by any Owner or Member or agent of such Owner or Member, the Company or any other Owners or Members, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

Section 2. Enforcement by the Association. In addition to the foregoing, the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

The Association may engage a person or persons to respond to complaints received as to violations of the Covenants and shall inform the violators of such complaint. If the violation is not expeditiously terminated, the Company or Association may engage legal counsel to bring an appropriate injunctive action, including any appeals, to enforce these Covenants. Violators shall be obligated to reimburse the Association in full for all its direct and indirect costs, including but not limited to legal fees incurred by the Association in maintaining compliance with these Covenants in the event the Association prevails in such proceedings.

Section 3. Enforcement by the Company. In addition to the foregoing, the Company shall have the right, but shall not be obligated, to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. Violators shall be obligated to reimburse the Company in full for its direct and indirect costs, including but not limited to legal fees incurred by the Company in maintaining compliance with these Covenants in the event the Company prevails in such proceedings.

Section 4. Against Whom May the Covenants be Enforced. The obligations and benefits prescribed by the Covenants shall run with the Property and shall be enforceable against the Company, its successors or assigns, the Association and against any Owner or other person whose activities bear a relation to the Property when the aforesaid parties engage in activities (including omissions and failures to act) which constitute violations or attempts to violate or circumvent the covenants and restrictions set forth in this Declaration.

Section 5. Means of Enforcement. Enforcement of these Covenants shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages or to create any lien created by these Covenants.

Section 6. Severability. Should any covenants and restrictions herein contained, or any Part, ARTICLE, Section, paragraph, sentence, clause, phrase or term in this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 7. Interpretation. In all cases, the provisions of this Declaration shall be given that interpretation of construction which will best tend toward the consummation of the general plan of development of the Property. The provisions of these Covenants shall be given full force and effect notwithstanding the existence of any zoning or similar ordinance which allows a less restricted use of the Property.

Section 8. Authorized Action. All action which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provided otherwise.

Section 9. Trespass. Whenever the Association, and/or the Company are permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

#### ARTICLE V TERMINATION OF ASSOCIATION

Section 1. Declaration of Invalidity Within Twenty Years. In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for

any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within twenty (20) years of the date of recording this Declaration, all Common Properties and Restricted Common Properties belonging to the Association at the time of such adjudication shall revert to the Company.

Section 2. Company as Trustee for Owners. The Company shall own and operate said Common Properties and Restricted Common Properties as Trustee for use and benefit of Owners within the Property.

Section 3. Declaration of Invalidity After Twenty Years or Non-Renewal. If said adjudication shall occur on a date more than twenty (20) years after date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in ARTICLE I, Section 1 hereof, all Common Properties and Restricted Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Court of Common Pleas of Aiken County, South Carolina, which Trustee shall own and operate said Common Properties and Restricted Common Properties for the use and benefit of Owners within the Property as set forth below:

(a) Each Lot, Dwelling Unit, tract or parcel of land located within the Property shall be subject to an annual assessment which shall be paid by the Owner of each such Lot, Dwelling Unit, tract or parcel to the Company or Trustee, which ever becomes the successor-in-title to the Association. The amount of such annual assessment and its due date shall be determined solely by the Company or the Trustee, as the case may be, but the amount of such annual assessment on any particular Lot, Dwelling Unit, tract or parcel shall not exceed the amount actually assessed against that Lot, Dwelling Unit, tract or parcel in the last year that assessments were levied by the Association, subject to the adjustments set forth in subparagraph (b) immediately below.

(b) The amount of the minimum and maximum annual assessment which may be charged by the Company or Trustee hereunder on any particular Lot, Dwelling Unit, tract or parcel shall be automatically increased each year by either five percent (5%) or the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U.S. City Average, All Items (1967-100) (hereafter "C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and

Selected Areas," whichever of these two percentage figures is larger. The actual amount of such increase in the regular minimum and maximum annual assessment on a Lot, Dwelling Unit, tract or parcel shall equal the regular minimum and maximum annual assessments on such Lot, Dwelling Unit, tract or parcel for the previous year each multiplied by the larger of the two percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(c) Any past due annual assessment together with a late charge thereon at a rate of one and one-half percent (1.5%) per month from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time the annual assessment became past due, and it shall also constitute and become a charge and continuing lien on the Lot, Dwelling Unit, tract or parcel of land and all improvements thereon, against which the assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

(d) The Company, or the Trustee, as the case may be, shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Properties and Restricted Common Properties. The Company or Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided for. Neither the Company nor the Trustee shall have the obligations to provide for operation, maintenance, repair and upkeep of the Common Properties and Restricted Common Properties, once the funds provided by the annual assessment have been exhausted.

(e) The Company shall have the right to convey title to the Common Properties and Restricted Common Properties and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(f) The Trustee shall have the power to dispose of the Common Properties and Restricted

Common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one percent (51%) of the Owners of property within the Property or, in the alternative, shall be found to be in the best interest of the Owners of property within the Property by the Court of Common Pleas of Aiken County, South Carolina. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties and Restricted Common Properties, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair, and upkeep of such property, then for the payment of any obligations distributed among the Owners of property within the Property, exclusive of the Trustees, in a proportion equal to the portion that the maximum annual assessment on property owned by a particular Owner bears to the total maximum annual assessments for all property located within the Property.

ARTICLE VI  
ASSIGNMENT

The Company reserves the right to assign to the Association its rights reserved in these Covenants to approve (or disapprove) improvements proposed in Woodside Plantation and nearby areas, including, but not limited to, the right to approve (or disapprove) architectural or other plans or drawings, specifications, color, finish, plat or site plan and construction schedules, and any other rights or prerogatives reserved unto the Company.

IN WITNESS WHEREOF, WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC., and WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., have caused this instrument to be executed the day and year first above written pursuant to a resolution duly and unanimously adopted by its Board of Directors.

WITNESSES:

Howard M. Hickings  
Carol L. Fallon

WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

By: Jerry R. Johnson (SEAL)

Attest: Phil W. Brown

WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC. (SEAL)

By: Jerry R. Johnson

Attest: Donald R. Rains

Secretary



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

PROBATE

Personally appeared before me Carol F. Fallaw and made oath that s/he saw the within-named WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. by Jerry R. Johnson and Richard W. Herring, as President and Secretary, respectively, execute the foregoing Declaration of Covenants and Restrictions, and that s/he with Howard M. Hickey, Jr. witnessed the execution thereof.

Carol F. Fallaw

Sworn to before me this  
5 day of Sept., 1986.

Howard M. Hickey, Jr. (L.S.)  
Notary Public for South Carolina

My Commission Expires: 2/7/94

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

PROBATE

Personally appeared before me Carol F. Fallaw and made oath that s/he saw the within-named Jerry R. Johnson and Darrell R. Rains execute the foregoing Declaration of Covenants and Restrictions as President and Secretary, respectively, of the WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., and severally acknowledged to and before me that they executed the same as the act and deed of said Association, and that s/he with Howard M. Hickey, Jr. witnessed the execution thereof.

Carol F. Fallaw

Sworn to before me this  
5 day of September, 1986.

Howard M. Hickey, Jr. (L.S.)  
Notary Public for South Carolina

My Commission Expires: 2/7/94

EXHIBIT "A"

ALL that certain tract or parcel of land situate approximately 3½ miles South of the City of Aiken, in the County of Aiken and State of South Carolina, containing 603.86 acres and bounded now or formerly as follows: Westerly or Northwesterly in part by Silver Bluff Road and in part by other property of Elizabeth Leake Burden; Northerly in part by other property of Elizabeth Leake Burden, in part by property now or formerly of Beak and in part by Riverbluff Subdivision; Southeasterly by other property of Elizabeth Leake Burden and Southwesterly in part by other property of Elizabeth Leake Burden and in part by property now or formerly of Moyer. All as will more fully appear by reference to a plat thereof prepared by Ayer, Graham & Associates, Inc. for Palmetto Service Corporation dated June 12, 1985, a copy of which is attached to and made a part of the deed recorded in Deed Book 882, Page 120, in the Office of the Register of Mesne Conveyances for Aiken County, South Carolina.

ALSO

ALL those certain five (5) tracts of land, containing 32.648 acres, located approximately 3½ miles South of the City of Aiken, in the County of Aiken, and State of South Carolina, and being shown upon a plat made for Palmetto Service Corporation, under date of July 26, 1985, by Ayer, Graham and Associates, Inc., and each said area being contiguous to an area of 603.86 acres, heretofore conveyed to Palmetto Service Corporation by the Grantor, Elizabeth Leake Burden, by deed dated June 14, 1985, and recorded in Title Book 882 at Page 120, records of Aiken County, South Carolina. The plat of said 603.86 acres was prepared for Palmetto Service Corporation by Ayer, Graham and Associates, Inc., under date of June 12, 1985, and is recorded in Plat Book 17 at Page 13, records of Aiken County, South Carolina. Reference is made to the aforesaid plats for a more particular description of each of the areas conveyed. These areas conveyed are described as follows:

1. A triangular area containing 1.029 acres, located East of S.C. Highway #302 (Silver Bluff Road), and being contiguous to the Western boundary of said 603.86 acres.
2. An area containing 0.495 acres, located East of S.C. Highway #302 (Silver Bluff Road), and being contiguous to the Western Boundary of said 603.86 acres.
3. An area containing 2.467 acres, located East of S.C. Highway #302 (Silver Bluff Road), and being contiguous to the Western boundary of said 603.86 acres.
4. An area containing 15.477 acres, and being contiguous to the Southeastern boundary of said 603.86 acres.

5. An area containing 13.18 acres, and being contiguous to the Southwestern boundary of said 603.86 acres.

ALSO

ALL that certain tract of land, containing 2.239 acres, located approximately 3 1/2 miles South of the City of Aiken, in the County of Aiken, and State of South Carolina, and being shown upon a plat made for Palmetto Service Corporation under date of July 26, 1985, as revised September 3, 1985, by Ayer, Graham and Associates, Inc., and said area being contiguous to an area of 603.86 acres heretofore conveyed to Palmetto Service Corporation by the Grantor, Elizabeth Leake Burden, by deed dated June 14, 1985, and recorded in Title Book 882 at Page 120, records of Aiken County, South Carolina. The plat of said 603.86 acres, was prepared for Palmetto Service Corporation by Ayer, Graham and Associates, Inc. under date of June 12, 1985, and is recorded in Plat Book 17 at Page 13, records of Aiken County, South Carolina. Reference is made to the aforesaid plats for a more particular description of the tract herein described.

Said tract of 2.239 acres is located East of S.C. Highway #302 (Silver Bluff Road), and is contiguous to the Western boundary of said 603.86 acres.

ALSO

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Aiken, State of South Carolina, just Southeast of the City of Aiken, containing 37.867 acres, more or less; being set forth as Parcel No. 4 on a plat of Woodside Plantation prepared by Ayer, Graham & Associates, Inc. under date of May 14, 1986, being recorded May 20, 1986, in Plat Book 17 at Page 180, Office of the RMC for Aiken County, South Carolina, reference being made thereto for a more complete and accurate description of the subject property.

EXCEPTING THEREFROM that portion of the tracts described hereinabove lying north and east of North Loop road, running from a point on the northerly edge of the North Loop road right-of-way due north of the westernmost corner of Lot 172, Section 1, Woodside Plantation and continuing southeasterly along the arc of the right-of-way of North Loop road to a point at the southwestern corner of property now or formerly of Beak, east of Lot 45, Section 3, Woodside Plantation and the easterly right-of-way of North Loop road.

EXHIBIT "B"

ALL that certain tract of land containing approximately 2358 acres, more or less, located in Aiken County, South Carolina, and being composed of the following tracts, to wit:

1. Tract of land containing 1909 acres conveyed by Keith Spalding to James A. Burden by deed dated January 6, 1956, recorded in Title Book 186 at Page 202, records of Aiken County, South Carolina.
2. Tract of land containing 55 acres, more or less, conveyed by Freddie Murray Oakman to James A. Burden by deed dated June 3, 1959, recorded in Title Book 223 at Page 36, records of Aiken County, South Carolina.
3. Tract of land containing 55 acres, more or less, conveyed by Selena Oakman McCloud to James A. Burden by deed dated June 3, 1959, recorded in Title Book 223 at Page 37, records of Aiken County, South Carolina.
4. Tract of land containing 55 acres, more or less, conveyed by Mack Lee Oakman to James A. Burden by deed dated June 3, 1959, recorded in Title Book 223 at Page 49, records of Aiken County, South Carolina.
5. Tract of land containing 135.70 acres, more or less, conveyed by Elizabeth S. DeLoach to Elizabeth L. Burden by deed dated August 26, 1982, recorded in Title Book 753 at Page 343, records of Aiken County, South Carolina.
6. Tract of land containing 160.95 acres, more or less, conveyed by Edward L. Saum to Elizabeth L. Burden by deed dated August 26, 1982, recorded in Title Book 753 at Page 340, records of Aiken County, South Carolina.

EXCEPTED from said description, however, are three parcels of property that have been conveyed out of said 2358 acre tract as follows:

- (a) Tract of 11 acres conveyed by James A. Burden to Dobson Boyd by deed dated May 31, 1960, recorded in Title Book 232 at Page 88, records of Aiken County, South Carolina.
- (b) Tract of 2 acres, more or less, conveyed by James A. Burden to John G. Hosang by deed dated April 5, 1977, recorded in Title Book 554 at Page 308, records of Aiken County, South Carolina.

AND

- (c) That certain 603.86 acre parcel transferred from Elizabeth Leake Burden to Palmetto Service Corporation as recorded in Deed Book 882 at Page 120; those certain five tracts containing 32.648

EXHIBIT "C"

BY-LAWS  
OF  
WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.

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ARTICLE I  
IDENTITY

Section 1. Name. The name of the corporation is Woodside Plantation Property Owners' Association, Inc. (hereinafter referred to as the "Association") which was created and exists as a non-profit corporation under the laws of the State of South Carolina.

Section 2. Office of Association. The office of the Association shall be at the offices of Woodside Development Company of Aiken, Inc. or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 3. Seal. The Seal of the Association shall bear the name of the Association, the words "South Carolina," the words "Non-Profit Corporation" and the year of incorporation.

ARTICLE II  
DEFINITIONS

Section 1. General. All terms used herein and not otherwise defined shall be deemed to have the same meaning as defined in that certain DECLARATION OF COVENANTS AND RESTRICTIONS OF THE WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC., dated \_\_\_\_\_, 1986, and recorded in the Office of the Register of Mesne Conveyances for Aiken County, South Carolina ("Declaration"), certain provisions of which Declaration may be repeated in full or in part and may be renumbered as they appear herein.

ARTICLE III  
MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership. Every Owner, including Woodside Development Company of Aiken, Inc. (hereinafter referred to as "the Company"), shall be a member of the Association. However, in the case of multiple ownership of any Residential Lot, Dwelling Unit or other properties in Woodside Plantation, there shall be a maximum of one (1) member. In the event of such multiple ownership of any kind, including by a partnership or corporation, the name of the Owner designated as member shall be submitted to the Company and/or the Association each year, not later than the

acres, in the aggregate, from Elizabeth Leake Burden to Palmetto Service Corporation as recorded in Deed Book 889 at Page 15; that certain tract of 2.239 acres transferred from Elizabeth Leake Burden to Palmetto Service Corporation as recorded in Deed Book 895 at Page 135.

first (1st) day of January of each year and only the designated member shall be entitled to access to the facilities of the Association as a member of the Association. Remaining Owners shall be entitled to access only in accordance with rules and regulations established by the Association, its successors and assigns, for guests. If no designation of a member is made by the multiple Owners, all such Owners shall be required to pay such user fees as may be established by the Association.

Section 2. Voting Rights. The Association shall have four (4) types of regular voting memberships:

TYPE "A" - Type "A" members shall be all those Owners of Residential Lots and any type of Dwelling Unit, whether detached, attached or multi-family, including the Company. A Type "A" member shall be entitled to one (1) vote for each Residential Lot or Dwelling Unit which he owns. If a Dwelling Unit is constructed on more than one (1) Residential Lot, the Owner shall have one (1) vote for the Dwelling Unit but shall have no additional vote for each other Residential Lot comprising a part of the total consolidated home or building site so long as such Lot remains a part of the consolidated site.

TYPE "B" - Type "B" members shall be all those Owners, including the Company, of platted Public or Commercial Sites, Duplex Tracts and Multi-Family Tracts. A Type "B" member shall be entitled to one (1) vote for each one-fourth (0.25) of one (1) acre contained in the Public or Commercial Site(s), Duplex Site(s) or Multi-Family Tract(s) which such member owns; provided, however, that in computing the number of votes such member shall have, the area contained in such Property shall be rounded off to the nearest one-fourth (0.25) of one (1) acre.

TYPE "C" - Type "C" members shall be all such Owners including the Company, of Public and Commercial Units and Private Recreational Tract. All Type "C" members shall be entitled to one (1) vote for each One Hundred Dollars (\$100) in annual assessments paid to the Association; provided, however, that in computing the number of votes such an Owner shall have, the amount of assessments shall be rounded off to the nearest One Hundred Dollars (\$100).

TYPE "D" - Type "D" members shall include all those Owners, including the Company, of Unsubdivided Lands and Development Unit Parcels held and intended for future development by the Company or some third party. A Type "D" member shall be entitled to one (1) vote for each One Hundred Dollars (\$100) of annual assessments paid to the Association; provided, however, that in

computing the number of votes such an Owner shall have, the amount of assessments shall be rounded off to the nearest One Hundred Dollars (\$100).

When any Property entitling the Owner to Membership as a Type "A," "B," "C," or "D" member of the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants-in-common, tenants-in-partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same Property, then unless the instrument or order appointing them or creating the tenancy otherwise directs, and it or a copy thereof is filed with the Secretary of the Association, their acts with respect to voting shall have the following effect:

- (1) if only one (1) vote, in person or by proxy, his act binds all;
- (2) if more than one (1) vote, in person or by proxy, the act of the majority so voting binds all;
- (3) if more than one (1) vote in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled its proportionate share of the vote or votes;
- (4) if the instrument or order so filed shows that any such tenancy is held in unequal interest, a majority or even split for purposes of this Paragraph shall be a majority or even split in interest;
- (5) the principles of this Paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

The voting rights of any Owner may be assigned by said Owner to his lessee who has entered into a lease with a term of two (2) years or more; provided, however, that the Owner may not assign to such lessee any vote or votes not attributable to the Property actually leased by such lessee. The Type "A," "B," "C" and "D" members are sometimes hereinafter collectively referred to as the "Members."

Section 3. Special Voting Membership. In addition to the Type "A," "B," "C" and "D" regular voting Memberships described hereinabove, there shall be allowed a Special Voting Membership for the Company under the following circumstances:

So long as the Partnership's total amount of assessments paid (under its classification as a Type "A," "B," "C" or "D" Member), total amount of operating



deficits funded by the Company and total amount of loans by the Company to the Association outstanding exceed, cumulatively, the total amount of assessments paid by all Type "A" Members, or until ninety percent (90%) of the Lots and Dwelling Units in the Property (as now constituted or as hereafter enlarged by annexation as herein provided) have been sold, whichever shall occur last, the Company shall be allowed a Special Voting Membership by which it shall be entitled to the same number of votes as cumulatively held by all Type "A," "B," "C" and "D" Members (including itself), plus one (1). This provision, without further reference herein, shall be self-operative and its applicability determined, for any purpose, by reference to the Annual Statement of the Association for the preceding year, or years, required by the Declaration in Part Three, ARTICLE III, Section 12.

Section 4. Cumulative Voting Permitted. Each Member of each Membership class shall be entitled to as many votes as equals the number of votes he is ordinarily entitled to, based on his ownership of one (1) or more of the various classifications of property as computed by the formula set out hereinabove in Section 2 hereof, multiplied by the number of Directors to be elected, and may cast all of such votes for any one (1) Director or may distribute them among the number to be voted for, or all votes must be cast in whole numbers and not fractions thereof. This right, when exercised, is termed cumulative voting. Members are divided into classes for the sole purpose of computing voting rights and shall, in no event, vote as a class.

Section 5. Member to Have Power of Referendum in Certain Instances. Where specifically provided for herein, the Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, whether the levy by the Association of any Special Assessment, and the addition or deletion of functions or services which the Association is authorized to perform. In the event fifty-one percent (51%), or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor.

In the event of a dispute as to whether a Referendum is required, the following action may be taken:

Within thirty (30) days after the adoption by the Directors of any action which is, in the opinion of the

Members, subject to a Referendum, a petition signed by not less than twenty-five percent (25%) of the total Membership of the Association may be filed with the Secretary of the Association requesting that any such action be either repealed or submitted to a vote of the Members.

Regarding any issue, except those expressly provided for otherwise in the Declaration which involves Special Assessments, extraordinary expenditures, or commitments by the Association that principally benefit the Company, to the exclusion of other Owners, there shall be a Referendum in which the Company shall not be permitted to cast its Special Voting Membership votes as hereinabove described but shall be limited to the votes allotted it under Classes "A," "B," "C" and "D" designations.

Section 6. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast twenty-five percent (25%) of the total vote of the Membership of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such third meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this ARTICLE III, Section 6, and any other requirements for such "duly called meeting" which may be established by the By-Laws of the Association. This provision shall not apply when the proposed action is the amendment of the Declaration and the quorum requirement established by Part Four, ARTICLE II, Section 2 of the Declaration shall govern in that instance. For the purpose of this Section 6, "proper notice" shall be deemed to be given when given to each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

Section 7.      Proxies. All Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing; provided, however, that proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specially provided ballots mailed to the Association.

ARTICLE IV  
MEETING OF MEMBERSHIP

Section 1.      Place. All meetings of the Association Membership shall be held at the office of the Association, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of Meeting, and shall be open to all Owners.

Section 2.      Membership List. At least ten (10) but not more than forty (40) days before every meeting of the Association or election of directors, a complete list of Members of the Association shall be prepared by the Secretary. Such list shall be maintained in the office of the Association for at least ten (10) days prior to any meeting or election and ten (10) days after any meeting or election.

Section 3.      Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized or qualified to call the meeting, by mailing a copy of such notice, with proper postage affixed, at least fourteen (14) days (but not more than thirty (30) days) before such meeting to each Member entitled to vote thereat, to the last known address of the person or entity who appears as Owner in the Real Estate Records of Aiken County, South Carolina, on the first day of the calendar month in which said notice is mailed. Notice to one (1) of two (2) or more co-owners of a Residential Lot, Dwelling Unit, Multi-Family Tract, Duplex Residential Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, Unsubdivided Land or Private Recreational Tract shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day 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. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Evidence of such notice having been given may consist of an Affidavit of Meeting evidencing that the requisite notice was posted at least fourteen (14) days prior to such meeting

Section 4.      Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, sixty percent (60%) of the total vote of each Membership class shall constitute

a quorum for any action except as otherwise provided in the Certificate of Incorporation, the Declaration, or these By-Laws.

Section 5. Annual Meeting. The annual meeting shall be held at 10:00 A.M., eastern standard time, on a Saturday in the month of September each year to be set by the Board from year to year with at least thirty (30) days' notice thereof to each Member for the purpose of electing directors and transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the Members shall elect new Members of the Board of Directors by plurality vote and in accordance with ARTICLE V of these By-Laws, and shall transact such other business as may properly be brought before the meeting.

Section 6. Special Meeting. Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Association and shall be called by the President or Secretary of the Association at the request, in writing, of Members owning twenty-five percent (25%) or more of the interests in the Property, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the Notice thereof.

Section 7. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of Members may be waived if a majority of Members who would have been entitled to vote on the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all Members unless all Members participated in the approval of such action.

Section 8. Adjourned Meeting. If any meeting of the Members cannot be organized or convened because a quorum does not exist, then the Members entitled to vote thereat or the person initially calling the meeting shall have power to adjourn the meeting and to call a second meeting subject to the giving of proper notice and the required quorum at such second meeting shall be the presence of Members or proxies entitled to cast twenty-five percent (25%) of the total vote of the Membership of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called in the same manner as the second meeting subject to the giving of proper notice and there shall be no quorum requirement for such third meeting. This provision shall not apply when the proposed action is the amendment of the Declaration and the quorum requirement established by Part Four, ARTICLE II, of said Declaration shall govern in that instance.

Section 9. Members to Have Power of Referendum in Certain Instances. Where specifically provided for in the Declaration, the Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, the levy by the Association of any Special Assessment, and the addition or deletion of functions or services which the Association is authorized to perform. In the event fifty-one percent (51%), or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor. In the event of a dispute as to whether a Referendum is required, the following action may be taken: within thirty (30) days after the adoption by the Directors of any action which is, in the opinion of the Members, subject to a Referendum, a petition signed by not less than twenty-five percent (25%) of the total Membership of the Association may be filed with the Secretary of the Association requesting that any such action be either repealed or submitted to a vote of the Members.

## ARTICLE V DIRECTORS

Section 1. Composition of the Board of Directors: The Association shall be governed by a Board of Directors initially consisting of five (5) Members. The number of Directors in subsequent years shall be determined by the Members of the Board of Directors as provided for in these By-Laws or by the Association. In the event that all or a portion of the property described in Exhibit "B" attached to the Declaration is annexed into the Property, the Company reserves the right, so long as it retains voting control of the Association, to have the Board of Directors expanded up to nine (9) Members.

Section 2. Qualifications and Selection of Board Members. All Directors other than those appointed to the initial Board of Directors must be Members of the Association. All officers of a corporate Member, for purposes of this Section 2, shall be deemed to be Members of the Association so as to qualify as a Director herein. Each Member of each Membership Class shall be entitled to as many votes as equals the number of votes he is ordinarily entitled to, based on his ownership of one or more of the various classifications of property as computed by the formula set out hereinabove in ARTICLE III, Section 2. Cumulative voting shall be permitted as provided in ARTICLE III, Section 4 of these By-Laws. Members are divided into classes for the sole purpose

of computing voting rights and shall, in no event, vote as a class.

Section 3. Term of Office. The initial Members of the Board of Directors who are appointed by the Company shall be appointed for a one-year term. Thereafter, at the first election of Directors by the Membership, the Members shall elect one (1) Director for a term of one (1) year, two (2) Directors for a term of two (2) years and two (2) Directors for a term of three (3) years; and at each annual meeting thereafter the Members shall elect Directors to fill the expiring terms for a term of three (3) years; no Director shall serve more than two (2) consecutive terms. In the event the Board is expanded as permitted by Section 1 of this ARTICLE V, the term of new Members shall be staggered in similar fashion as directed by the Board.

Section 4. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. A successor may then and there be elected to fill the vacancy thus created. Should the Association fail to elect a successor, the Board of Directors may fill the vacancy in the manner provided in Section 5 below.

Section 5. Vacancies on Directorate. If the Office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Members of the Board of Directors, though less than a quorum, as defined in ARTICLE VI, Section 5 below, shall choose a successor or successors, at any regular or special meeting of the Board of Directors. Such replacement Member of the Board of Directors shall hold office for the balance of the unexpired term.

Section 6. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Board of Directors elected at the second annual meeting of the Membership, the transfer of title of the Lot, Dwelling Unit, Tract or Parcel from which Membership in the Association is derived by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No Director shall continue to serve on the Board of Directors should he be more than thirty (30) days delinquent in the payment as a Member of any assessment against his Lot, Dwelling Unit, Tract or Parcel; and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 7. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI  
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination of the Members of the initial Board of Directors shall be made by the Company; thereafter, nomination for election to the Board of Directors by the Members shall be made by a Nominating Committee. Nominations may also be made by a petition of not less than forty (40) Members in good standing submitting such nomination in writing to any officer or Director at least twenty-four (24) hours prior to the date and time set for the meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors at each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Director as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made only from among Members and shall be made in such categories of directorship as required by the provisions of ARTICLE V, Section 1 of these By-Laws.

Section 2. Election. Subsequent to the appointment of the initial Board of Directors by the Company, election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes for each category of directorship shall be elected. Cumulative voting is permitted.

ARTICLE VII  
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Although not required, notice of such regular meeting shall nevertheless be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the date of such meeting. All meetings of the Board, including special meetings in accordance with Section 2 below, shall be open to all Members.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Members of the Board of Directors, after not less than three (3) days' notice, in writing, to all

Members of the Board of Directors of the time, place and purpose of such meeting.

Section 3. Place of Meetings. Meetings of the Board of Directors shall be held in Aiken County, South Carolina, whenever practical: However, this provision is in no way intended to invalidate in any way whatsoever meetings held somewhere other than Aiken County, South Carolina, so long as such meetings are proper in all other respects.

Section 4. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 5. Quorum. At all meetings of the Board of Directors, a majority of the Members of the Board of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Members of the Board of Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by Owners. These powers and duties shall specifically include, but shall not be limited to, the matters hereinafter set forth.



Section 1.      Powers.    The powers of the Board of Directors shall specifically include, but shall not be limited to the following:

(a) to adopt and publish rules and regulations governing the use of the Common Properties, Restricted Common Properties, if applicable, and facilities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) to suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) to exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) to declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) to employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) to secure Officers and Directors Liability Insurance covering the Officers and Directors of the Association at the expense of the Association;

(g) to borrow money to meet the financial needs of the Association and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans made to the Association the proceeds of which loans shall be used by the Association in performing its authorized functions.

Section 2.      Duties.    The duties of the Board of Directors shall specifically include, but shall not be limited to the following:

(a) to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement

is requested in writing by one-fourth (1/4) of the Membership;

(b) to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each property ownership form as defined in the Declaration not later than the first calendar quarter in each year;

(2) send written notice of each assessment to every Owner subject thereto as soon as practicable after the fixing hereof; and

(3) enforce the lien rights against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance on property owned by the Association in the form and amount required by the Declaration;

(f) to cause all officers or employees of the Association having fiscal responsibilities to be bonded, with fidelity bonds in the form and amount required by the Association, and the premium on such bonds shall be paid by the Association;

(g) to cause the Common Properties and Restricted Common Properties to be adequately maintained;

(h) to review and amend, if appropriate, the proposed annual budget as prepared by the Treasurer in accordance with ARTICLE X, Section 8 hereof.

ARTICLE IX  
LIABILITY OF THE DIRECTORS

The Members of the Board of Directors shall not be liable to the Owners or the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible and shall not be deemed to be self dealing for the Association to contract with the Company or with corporations or other entities owned, controlled or affiliated with the Company. It is also intended that the liability of any Member arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the Members of the Board of Directors shall be limited to such proportions of the total liability thereunder as his interest in the Common Properties and Restricted Common Properties bears to the interests of all Members in the Common Properties and Restricted Common Properties. Every agreement made by the Board of Directors, or by any managing agent, or by any management firm, as the case may be, is made in the capacity only as an agent for the Members and shall have no personal liability thereunder (except as Members). Moreover, each Member's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Properties and Restricted Common Properties bears to the interests of all Members in the Common Properties and Restricted Common Properties.

ARTICLE X  
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create, all of whom shall be Members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year and until their successors are chosen and assume office in their stead unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Appointive Officers. The Board of Directors may appoint Assistant Secretaries and Assistant Treasurers and such other officer as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time-to-time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance or acknowledgment of acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of appointive offices created pursuant to Section 4 of this ARTICLE.

Section 8. Duties. The duties of the officers are as follows:

#### President

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Owners and of the Board of Directors; shall see that orders and resolutions of the Board are carried out. He shall have executive powers and general supervision over the affairs of the Association and other officers. The President shall sign all leases, mortgages, deeds, contracts and other written instruments and shall co-sign all checks and promissory notes. He shall perform all of the duties incident to his office or which may be delegated to him from time to time by the Board of Directors.

#### Vice President

The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him from time to time by the Board of Directors.

### Secretary

The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the Members and shall attend and keep the minutes of same. The Secretary shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

### Treasurer

The Treasurer shall:

(a) have custody of the Association's funds and securities, except the funds payable to any management firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors;

(b) disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association;

(c) collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors;

(d) give status reports to potential transferees on which reports the transferees may rely;

(e) cause an annual audit of the Association to be completed in a timely fashion by a certified public accountant selected by the Board of Directors and the results of such audit shall be reported to the Board of Directors;

(f) in conjunction with the Association's accountant and such other persons as the Board of Directors may designate, shall prepare an annual budget for consideration, modification, if appropriate, and ultimate approval by the Board of Directors;

(g) the duties of the Treasurer shall be performed by the Assistant Treasurer when the Treasurer is absent;

(h) the duties of the Treasurer may be fulfilled by a management firm employed by the Association, in which event such management firm shall have custody of the books of the Association as it determines is necessary for the performance of such treasurer duties and the foregoing may include any books required to be kept by the Secretary of the Association.

## ARTICLE XII BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.

## ARTICLE XIII ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge of one and one-half percent (1½%) of the delinquent payment amount per month from the due date until paid or such other amount as set by the Board of Directors from time to time, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs of collection, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or Restricted Common Properties or abandonment of this property by which he is entitled to Membership.

## ARTICLE XIV COMMITTEES

The Board of Directors shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management of affairs and business of the Association. Such committee shall consist of at least three (3) Members. The committee or committees shall

have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required.

#### ARTICLE XV FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

#### ARTICLE XVI CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., or an appropriate abbreviation thereof.

#### ARTICLE XVII INDEMNIFICATION

The Association and Owners shall indemnify every Director and every officer, his heirs, executors, and administrators, against all losses, costs and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

#### ARTICLE XVIII PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration or these By-Laws.

#### ARTICLE XIX AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the Members by three-fourths (3/4) of the vote at a duly called meeting at which a quorum exists as provided in

Section 4 of ARTICLE IV hereof and provided that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

Section 2. In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the organizing Members and Directors of Woodside Plantation Property Owners' Association, Inc., have hereunto set our hands this 5<sup>th</sup> day of September, 1986.

WITNESSES:

Howard M. Hickey Jr.  
Carol F. Fallaw

WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.

By:

Jerry R. Johnson  
Attest: Darrell R. Rains  
Secretary

STATE OF SOUTH CAROLINA )

COUNTY OF AIKEN )

PROBATE

Personally appeared before me Carol F. Fallaw and made oath that s/he saw the within-named Jerry R. Johnson and Darrell R. Rains execute the foregoing Declaration of Covenants and Restriction: as President and Secretary, respectively, of the WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, Inc., and severally acknowledged to and before me that they executed the same as the act and deed of said Association, and that s/he with Howard M. Hickey, Jr. witnessed the execution thereof.

Carol F. Fallaw

SWORN to before me this  
5th day of September, 1986.

Howard M. Hickey, Jr. (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 2/7/94

RECORDED 9-5-86 at 1545  
Virginia B. Engle Not.  
R.M.C. AIKEN COUNTY



AMENDMENTS

TO

BY-LAWS

**FIRST AMENDMENT TO BY-LAWS**  
**Woodside Plantation Property Owners Association**

**WHEREAS**, at an annual meeting of the Members of the Woodside Plantation Property Owners Association ("WPPOA") on September 30, 1995, notice for which meeting having been duly given, and a quorum being present, the following amendments to the By-Laws of the WPPOA were approved by more than three-fourths (3/4's) of the Members casting votes on each such amendment;

**NOW, THEREFORE**, the By-Laws of the WPPOA are hereby amended as follows:

Article IV, Section 2 - Membership List is hereby amended to read as follows:

A complete list of Members of the Association eligible for voting at any WPPOA meeting shall be prepared by the Secretary and posted for inspection the day after notice of such meeting is mailed, and shall remain posted through the day of the meeting.

Article IV, Section 5 - Annual Meeting is hereby amended to read as follows:

The annual meeting shall be held at the discretion of the Board as to the date and time that is most practical and convenient for Members for the purpose of electing directors and transacting any other business authorized to be transacted by the Members. At the annual meeting the Members shall elect new Members of the Board of Directors by plurality vote and in accordance with ARTICLE V of these By-Laws, and shall transact such other business as may properly be brought before the meeting.

Article IV, Section 6 - Special Meeting is hereby amended to read as follows:

Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Association and shall be called by the President or Secretary of the Association at the request, in writing, of Members owning five (5%) percent or more of the interests in the Property, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the Notice thereof.

Article XVII - Indemnification is hereby amended to read as follows:

The Association and Owners shall indemnify every Director and every officer, his heirs, executors, and administrators, against all losses, costs and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The

foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

IN WITNESS WHEREOF, the undersigned President and Secretary of the WPPOA have executed the foregoing First Amendment to By-Laws, effective September 30, 1995.

WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION

Witness:

Arthur J. Kepes  
James D. Dames

By:

Harold D. Kingsmore  
Its President

And By:

Charles Byers  
its Secretary

STATE OF SOUTH CAROLINA )  
 ) ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me Arthur J. Kepes and made oath that (s)he saw the within named Harold D. Kingsmore President of Woodside Plantation Property Owners Association, and Charles Byers, Secretary of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Arthur J. Kepes  
Witness

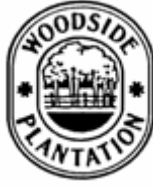
SWORN to before me this 19<sup>th</sup> day of December, 1995.

Carroll J. Jase  
Notary Public  
My Commission Expires: 11-19-2002



AMENDMENTS TO THE DECLARATION  
OF COVENANTS AND RESTRICTIONS OF  
WOODSIDE PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND  
WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC.





**AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION**

Revised – August 2022

Date	Amendment	Description
6/30/88	<b>First</b>	Restrictions relative to garden home sites: Privacy walls; location of dwelling; setbacks; minimum square footage; maximum lot area of dwelling; cost of wall; water runoff control; easement; privacy wall as party wall; dwelling unit definitions.
7/12/88	<b>Second</b>	Describes land added to Woodside Plantation.
10/19/88	<b>Third</b>	Describes land added to Woodside Plantation.
10/3/90	<b>Fourth</b>	Granting a perpetual easement to the City of Aiken; allows Aiken rights to repair roads at Woodside cost; Aiken is not liable for damage on private roads; describes land added to Woodside Plantation.
12/26/90	<b>Fifth</b>	Describes land added to Woodside Plantation.
12/26/90	<b>Sixth</b>	Describes land added to Woodside Plantation.
12/27/90	<b>Seventh</b>	Describes land added to Woodside Plantation deeding Phase I Golf Course.
12/19/95	<b>Eighth</b>	Outlining dish television specifications and requirements; outlines procedures for erosion prevention; dogs not allowed to roam unattended; dogs must be leashed when unconfined.
10/31/96	<b>Ninth</b>	Wells may be used solely for irrigation and/or heating & cooling systems.
12/15/97	<b>Tenth</b>	Describes land added to Woodside Plantation – Section 11, Phase II ( <b>Winged Elm Extension</b> – Street Name is <b>Winged Elm Circle</b> ).
3/11/98	<b>Eleventh</b>	The Association may now levy fines for Covenant violations not corrected within 10 days after notice.
8/14/98	<b>Twelfth</b>	Establishment of a new ARB under the POA for all property platted as of 12/31/97 and describes land added to Woodside Plantation – Section 17, Phase II ( <b>Longwood Green</b> – Street Names are <b>Longwood Green Court and Short Iron Drive</b> ).
9/16/98	<b>Thirteenth</b>	Describes land added to Woodside Plantation – Section 16-A, Phase II ( <b>Cottonwood Creek</b> – Street Names are <b>Cottonwood Creek Lane and Poplar Hill Court</b> ).
12/29/98	<b>Fourteenth</b>	Describes satellite dishes being placed on buildings and 24" or less in diameter. (Refer to 30 <sup>th</sup> Amendment)
1/6/99	<b>Fifteenth</b>	Describes land added to Woodside Plantation, Platted Tract "E" ( <b>Forest Pines Neighborhood</b> ), Section 18A, Phase II ( <b>Lots 361-372/II &amp; 392-399/II – Forest Pines Road</b> ), Section 18B, Phase II ( <b>Lots 400-425/II – Fox Trace Court</b> ), Section 18C, Phase II ( <b>Lots 373-377 &amp; 386-391/II – Forest Pines Road</b> ), Section 18D, Phase II ( <b>Lots 426-446/II -</b>

**Huntington Court**), and Section 18E, Phase II (**Lots 378-385/II – Forest Pines Road**).

6/28/99	<b>Sixteenth</b>	Prorating assessments on property at time of platting; Prorating assessments on dwellings at time of Certification; Changing quorum requirement at regular or special meetings; Quorum requirement change; Quorum requirement; Quorum requirement; Quorum requirement; Road acceptance procedures; Voting by classification; ie, Class B, C & D members; Using Company, Association, Review Board terms interchangeably within the Covenants (refer to 27 <sup>th</sup> Amendment).
11/30/99	<b>Seventeenth</b>	Acceptance procedures for Lakes & Dams; Effects of nonpayment of Assessments and the personal obligation of the owner. Liens, remedies of Association.
1/13/00	<b>Eighteenth</b>	Describes land added to Woodside Plantation – Section 18F, Phase II ( <b>Spalding Lake – Street Name is <i>Spalding Lake Road</i></b> ).
5/9/00	<b>Nineteenth</b>	Describes land added to Woodside Plantation – Section 19, Phase II ( <b>Holley Ridge – Street Name is <i>Holley Ridge Road</i></b> ).
11/13/00	<b>Twentieth</b>	Completion of construction time allowance; revised duties of the Association Officers and financial responsibility of the Association Manager; vacancies of Directors.
1/17/01	<b>Twenty-First</b>	Describes land added to Woodside Plantation – Section 20, Phase II ( <b>Lots 511-546/II &amp; 564-568/II – Forest Pines Road and 547-563/II – Forest Bluffs Road</b> ), Section 20B, Phase II ( <b>Lots 530-533/II – Forest Pines Road</b> ), & Section 21, Phase II ( <b>Lots 569-587/II – Forest Pines Road and Forest Ridge Drive</b> ); refers to ARB transfer.
7/11/01	<b>Amendment to Twenty-First</b>	Identifies Forest Pines Neighborhood Association.
7/6/01	<b>Twenty-Second</b>	Describes land added to Woodside Plantation – Section 22, Phase II ( <b>Glen Haven – Lots 590-627 and 628-632</b> ); adds By-Laws of Glen Haven Neighborhood Association.
7/18/01	<b>Amendment to Twenty-Second</b>	Describes <b>Lots 628-632</b> as land not part of the Glen Haven Neighborhood Association.
8/23/01	<b>Twenty-Third</b>	Describes land added to Woodside Plantation ( <b>Eagle's Nest – street names include <i>Eagle's Nest Lane and Willow Oak Loop</i></b> ).
8/23/01	<b>Twenty-Fourth</b>	Describes land added to Woodside Plantation ( <b>The Fairways – street name is <i>Double Eagle Court</i></b> ).
8/23/01	<b>Twenty-Fifth</b>	Describes land added to Woodside Plantation – Section 24, Phase II ( <b>Hunters Run – street name is <i>Hunters Run Drive</i></b> ).
12/17/01	<b>Twenty-Sixth</b>	Describes land added to Woodside Plantation, Section 20, Phase II ( <b>Lots 534-537 – Forest Pines Road</b> ) and Section 20B, Phase II ( <b>Lots 530-533 – Forest Pines Road</b> ).
3/12/02	<b>Twenty-Seventh</b>	Mortgage and pledge, rights to borrow by the Association and the limits; quorum modification relative to amendments.
3/12/02	<b>Twenty-Eighth</b>	Describes land added to Woodside Plantation, Section 26, Phase II ( <b>Oakman's Bluff - Lots 633-688 – street names are <i>Birch Tree Circle, River Birch Road &amp; White Birch Court</i></b> ); rules for the Reserve Club.
6/20/02	<b>Twenty-Ninth</b>	Describes land added to Woodside Plantation, Section 1, Phase III ( <b>The Overlook – Lots 1 – 76 – street names are <i>Foxhound Run, a portion of Steeplechase Road and Bridle Lane</i></b> ).

12/19/02	<b>Thirtieth</b>	Approval of Transmit Signal Satellite dishes; unsightly conditions; <b>(added responsibility of owner to maintain property including the road right-of-way between platted property and street curb)</b> ; offensive activity, re: firearms.
3/7/03	<b>Thirty-First</b>	Describes land added to Woodside Plantation, Section 2, Phase III ( <b>Belmont Bluffs – Lots 86 – 162</b> –street names are <b>East Pleasant Colony Drive, Summer Squall Lane, Storm Song Court, Trippi Lane</b> and a portion of <b>Woodside Plantation Drive</b> ).
12/8/03	<b>Thirty-Second</b>	Amendment #1 adopts and publishes rules and regulation governing the use of common property; Amendment #2 contractor restricted access and fines \$100-\$300 per violation and/or \$25 per day.
12/15/06	<b>Amendment to Thirty-Second</b>	Thirty-second amendment rewritten to include scribe errors and omissions including published rules in Amendment #1 and Amendment #3 – procedures and timetable for selection of nomination committee.
4/23/04	<b>Thirty-Third</b>	Describes land added to Woodside Plantation, Section 3, Phase III ( <b>Lots 163 – 173</b> ), Section 4, Phase III ( <b>Lots 174 – 187 &amp; Lots 218-237</b> ), Section 5, Phase III ( <b>Lots 188 – 127B</b> ), Section 6A, Phase III ( <b>Lots 238 – 253 &amp; Lots 276- 293</b> ) with street names of <b>West Pleasant Colony Drive, Tulip Poplar Court, Red Cedar Way &amp; White Cedar Way</b> .
7/22/05	<b>Amendment to Thirty-Third</b>	Identifies responsible party (ies) for maintenance of sidewalks and live oaks along <b>West Pleasant Colony Drive</b> .
11/6/15	<b>2<sup>nd</sup> Amendment to Thirty-Third</b>	Live oak tree removal along <b>West Pleasant Colony Drive</b> .
1/18/04	<b>Thirty-Fourth</b>	Actions necessary to represent Woodside; addition to maintenance of lakes.
4/8/05	<b>Thirty-Fifth</b>	Describes land added to Woodside Plantation, Section 6B, Phase III ( <b>Lots 254 – 267 and Lots 269 – 275</b> ) with street names of <b>West Pleasant Colony Drive and Periwinkle Court</b> .
4/8/05	<b>Amendment to Thirty-Fifth</b>	Responsibilities of Property Owners for sidewalks and live oak trees.
11/6/15	<b>2<sup>nd</sup> Amendment to Thirty-Fifth</b>	Live oak tree removal along <b>West Pleasant Colony Drive</b> .
4/8/05	<b>Thirty-Sixth</b>	Describes land added to Woodside Plantation, Section 23, Phase II ( <b>Lots 1 – 11 and Lots 21 – 32</b> ) street name <b>Bellewood Drive</b> .
4/8/05	<b>Thirty-Seventh</b>	Describes land added to Woodside Plantation, Section 7, Phase III ( <b>The Enclave – Lots 7 – 47</b> ) street names include <b>Enclave Drive and Highland Reserve Court</b> .
1/4/08	<b>Amendment to Thirty-Seventh</b>	Established to combine Lots 7-24, 7-25 and 7-26 into Lots 7-24 and 7-25, which would have the effect of reducing the number of residential lots in The Enclave from forty-seven (47) to forty-six (46).
2/22/12	<b>2<sup>nd</sup> Amendment to Thirty-Seventh</b>	Established to combine Lots 7-34 and 7-35 into one lot (to be known as 7-34A) and to adjust the boundary line between Lot 7-33 and 7-34A. These changes reduce the number of residential lots in The Enclave from forty-six (46) to forty-five (45).
4/8/05	<b>Thirty-Eighth</b>	Allow WPPOA Board to set aside up to 15% of assessment revenue into Reserve Fund.
2/15/06	<b>Thirty-Ninth</b>	Describes land added to Woodside Plantation, Section 8, Phase III ( <b>Crescent Pointe – street names include Crescent Pointe and Bridge Crest Court</b> ).
2/15/06	<b>Fortieth</b>	Describes land added to Woodside Plantation, Section 12, Phase III ( <b>The Oaks – street</b>



name is **Golden Oak Drive**).

3/3/06	<b>Forty-First</b>	Describes land added to Woodside Plantation, Section 11, Phase III ( <b>Grand Haven</b> - street name is <b>Pink Dogwood Circle</b> ).
8/22/06	<b>Forty-Second</b>	Describes <b>Townhomes at Bellewood</b> , Covenants and Bylaws, Section 23, Phase II.
8/24/06	<b>Forty-Third</b>	Describes land added to Woodside Plantation, Section 8A, Phase III ( <b>Stonebridge</b> – street names are <b>Lady Banks Road, Sea Grass Lane, Spaulding Bridge Road and Three Runs Creek Way</b> ).
12/15/06	<b>Forty-Fourth</b>	Amendment #1 clarifies activities not permitted within Woodside; Amendment #2 designates where approved signs may not be placed; and, Amendment #3 clarifies the meaning of “operating” a motorcycle on the roads of Woodside.
1/19/07	<b>Forty-Fifth</b>	Describes land added to Woodside Plantation, Section 9, Phase III ( <b>Grassy Creek</b> – street name is <b>Grassy Creek Lane</b> ).
2/27/07	<b>Forty-Sixth</b>	Describes bringing the <b>Woodside Reserve Golf Course</b> into the Covenants.
3/14/07	<b>Forty-Seventh</b>	Describes land added to Woodside Plantation, Section 14, Phase III ( <b>Silver Meadow</b> – street name is <b>Silver Meadow Court</b> ).
4/18/07	<b>Forty-Eighth</b>	Describes the first 3 sections of Phase IV under the name of “Reserve at Hollow Creek, LLC” as follows: Section 1 – <b>Steeplechase Reserve</b> (11.01 acres subdivided into 21 residential lots – street name will be <b>Steeplechase Road</b> ); Section 2 – <b>Ridge Oak Heights</b> (10.15 acres subdivided into 25 residential lots – street name will be <b>Quiet Oak Court</b> ); Section 3 – <b>Longmeadow</b> (27.22 acres subdivided into 50 residential lots – street names will be <b>Sterling Grove Circle, Summer Winds Circle and Commonwealth Way</b> ).
8/10/07	<b>Forty-Ninth</b>	Describes land added to Woodside Plantation, Section 4-A, Phase IV ( <b>Stonehurst – Lots 401 – 414 and 425 – 427</b> ) street names will be <b>Cameron Alley, Quiet Oak Court, Summer Winds Circle and Rock Maple Court</b> .
8/14/07	<b>Fiftieth</b>	Describes land added to Woodside Plantation, Section 9, Phase III ( <b>Lots 1- 5</b> ) and Section 9A, Phase III ( <b>Lots 9A-26 – 9A-31</b> ) street name is <b>Steeplechase Road</b> .
8/14/07	<b>Amendment to Fiftieth</b>	Fiftieth Amendment omitted a lot in the count on the plat.
10/16/07	<b>Fifty-First</b>	Describes land added to Woodside Plantation, Section 6, Phase IV ( <b>Meadowbrook Estates</b> in Hollow Creek Reserve) street names will be <b>Anderson Mill Road and Barbaro Court</b> ).
1/7/08	<b>Fifty-Second</b>	Provided for Covenant Amendment #2 – <b>Power Boats Prohibited</b> . Resolved that Part Two, Article 1, Section 30, Power Boats Prohibited – no boat, canoe or other watercraft powered by an internal combustion engine may be operated on any stream or lake within Woodside Plantation.
1/31/08	<b>Fifty-Third</b>	Describes land added to Woodside Plantation, Section 5, Phase IV ( <b>Twin Pond Estates – Lots 501 – 517 and 523 – 536</b> ); street name is <b>Twin Ponds Lane</b> ..
5/07/08	<b>Fifty-Fourth</b>	Describes land added to Woodside Plantation, <b>Section 1-A, Phase III, nine (9) lots</b> .
6/02/08	<b>Fifty-Fifth</b>	Describes land added to Woodside Plantation, <b>Section 15, Phase III, The Highlands</b> as well as their respective Covenants & By-Laws of the Neighborhood Association.

6/08/10	<b>Amendment to Fifty-Fifth</b>	Addresses shared driveways in the Highlands in the Reserve; street names are <b><i>Balfour Court, Glenlevit Drive, Thornhill Drive and Earlston Alley</i></b> .
12/18/08	<b>Fifty-Sixth</b>	Vacancies on Board Directorate – providing a way to fill a fixed amount of Board vacancies on an annual basis.
12/11/09	<b>Fifty-Seventh</b>	Describes allowing ARB membership to be 5 – 7 members; conforming to FCC rules for TV antenna; modifies boat storage on lakeshore; clarifies duties of the Treasurer and Executive Director.
2/2/10	<b>Fifty-Eighth</b>	Describes land added to Woodside Plantation, <b>1411 Silver Bluff Road</b> .
12/17/10	<b>Fifty-Ninth</b>	Describes vacancies on Directorate providing for a maximum of three board seats being elected at any Annual Meeting.
12/12/11	<b>Sixtieth</b>	Provides for the approval of holiday inflatables.
6/1/12	<b>Sixty-First</b>	Describes land added to Woodside Plantation, Section 7, Phase IV ( <b>Pine Glen – Lots 701 – 704 and 714- 720</b> ).
9/16/13	<b>Sixty-Second</b>	Describes land added to Woodside Plantation, Section 16A, Phase III ( <b>Hanlon Woods – 4 Lots</b> ).
10/17/13	<b>Sixty-Third</b>	Describes land added to Woodside Plantation, Section 7A, Phase IV ( <b>Pine Glen – Lot 705 and 707 – 712</b> ).
10/17/13	<b>Sixty-Fourth</b>	Describes land added to Woodside Plantation, Section 1-A, Phase III ( <b>Lot 1A.10</b> ).
12/13/13	<b>Sixty-Fifth</b>	Amends Part Two, Article I to include Section 31. Lease or Rental of Dwelling Unit.
6/9/14	<b>Sixty-Sixth</b>	Describes land added to Woodside Plantation, Section 14-A, Phase IV ( <b>Summerhill – Lots 14-01 – 14-12</b> )
3/4/15	<b>Sixty-Seventh</b>	Describes land added to Woodside Plantation, Section 14-B, Phase IV ( <b>Summerhill – Lots 14-13 – 14-24</b> )
7/5/16	<b>Sixty-Eighth</b>	Describes land added to Woodside Plantation, Section 14-C, Phase IV ( <b>Summerhill – Lots 14-26 – 14-47</b> )
1/17/17	<b>Sixty-Ninth</b>	Describes land added to Woodside Plantation, Section 8, Phase IV ( <b>The Meadows – Lots 801 – 832</b> )
12/28/17	<b>Seventieth</b>	Describes land added to Woodside Plantation, Section 4-B, Phase IV ( <b>Stonehurst – Lot 4.22</b> )
8/23/18	<b>Seventy-First</b>	Describes land added to Woodside Plantation, Section 10, Phase IV ( <b>Meadowbrook Estates – Lots 10.1 – 10.12</b> )
11/21/19	<b>Seventy-Second</b>	Describes allowing electronic voting and use of email as official correspondence, should a property owner choose that over any other form of notification.

1/21/2020	<b>Seventy-Third</b>	Describes land added to Woodside Planation, Section 4-D ( <b>Rock Maple Court Lots 416 &amp; 418</b> ) Phase IV and Section 4-C ( <b>Rock Maple Court Lot 421</b> ) Phase IV
2/10/2020	<b>Seventy-Fourth</b>	Describes land added to Woodside Plantation, Section 4-E ( <b>Rock Maple Court Lot 419</b> ) Phase IV
7/17/2020	<b>Seventy-Fifth</b>	Describes land added to Woodside Plantation, Longmeadow Section 3B ( <b>Commonwealth Way lots 3B-1 to 3B-24</b> ) Phase IV
4/6/2021	<b>Seventy-Sixth</b>	Describes land added to Woodside Plantation, Section 4-F ( <b>Rock Maple Court Lot 417</b> ) Phase IV and Section 4-G ( <b>Rock Maple Court Lot 420</b> ) Phase IV
10/8/2021	<b>Seventy-Seventh</b>	Describes land added to Woodside Plantation, Section 4-H ( <b>Rock Maple Court Lot 415</b> ) Phase IV
10/8/2021	<b>Seventy-Eight</b>	Describes land added to Woodside Plantation, Oakman's Bluff Section 26-B ( <b>River Birch Road Lots 1-14</b> ) Phase II
11/16/2021	<b>Seventy-Ninth</b>	<b>Amends Part Four, Article II, Section 1</b> – Procedure for Amendments; <b>Part Four, Article II, Section 2</b> – Quorum for Amendments by Members; Exhibit "C" to the Declaration, <b>By-Laws of Woodside Plantation Property Owners' Association, Inc. Article XIX, Second 1</b> - Amendments
4/22/2022	<b>Eightieth</b>	Describes land added to Woodside Plantation – Section 10-B "Bristlecone" ( <b>Papillon Loop &amp; Chrysalis Bend Lots 10B-1 through 12 and 10B-14 through 32</b> ) and ( <b>Bristlecone Drive lots 518 &amp; 518B through 522 and 611 through 613</b> ) in Phase IV.
7/13/2022	<b>Eighty-First</b>	Describes land added to Woodside Plantation – True Cedar Way – Section TCW, <b>lots TCW1-TCW18 True Cedar Way</b> in Phase I.

#### **AMENDMENTS TO THE BY-LAWS**

12/19/95	<b>First</b>	A complete list of Members of the Association eligible to vote shall be posted for inspection the day after notice of said meeting is dated; Annual Meeting shall be held at the discretion of the Board. New Board members will be voted on by plurality vote; Special Meetings may be called by Members requests; Directors and Officers are indemnified against any action short of negligence or willful misconduct.
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STATE OF SOUTH CAROLINA    )  
                                  )  
COUNTY OF AIKEN            ) FIRST AMENDMENT TO THE DECLARATION  
                                  ) OF COVENANTS AND RESTRICTIONS OF  
                                  ) WOODSIDE PLANTATION PROPERTY OWNERS'  
                                  ) ASSOCIATION, INC. AND WOODSIDE  
                                  ) DEVELOPMENT COMPANY OF AIKEN, INC.

WHEREAS, WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. and WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. did, on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC.," hereinafter referred to as "Declaration," which document was recorded in the Office of the Register of Mesne Conveyances for Aiken County, South Carolina, in Deed Book 451 at Page 93, et seq.; and

WHEREAS, PART FOUR, ARTICLE II, Section 3 of said Declaration reserves unto Woodside Development Company of Aiken, Inc. the right to add additional restrictive covenants to PART TWO of said Declaration in respect to lands conveyed by Woodside Plantation subsequent to the filing of said Declaration, together with the right to limit by such amendment the application of PART TWO of said Declaration in certain prescribed circumstances; and

WHEREAS, Woodside Development Company of Aiken, Inc. is desirous of amending PART TWO of the Declaration to create a new category or new classification of special restrictions affecting Garden Home Sites within Woodside Plantation pursuant to the authority reserved unto them under PART FOUR, ARTICLE II, Section 3 of the Declaration.

NOW, THEREFORE, the undersigned Woodside Development Company of Aiken, Inc., by its duly elected President and Secretary, do hereby state and provide as follows:

1. That the "WHEREAS" clauses set forth above are hereby incorporated herein and made an integral part hereof as if here restated.

2. That the Declaration is hereby amended by adding a new ARTICLE VIII to PART TWO of said Declaration which new ARTICLE VIII is as follows:

#### ARTICLE VIII

##### SPECIAL RESTRICTIONS AFFECTING GARDEN HOME SITES

Section 1. Privacy Wall Construction. Residential Lots shown on recorded plats and on which a privacy wall is designated are referred to herein as "Garden Home Sites" or "Garden Lots." Dwelling Units constructed on Garden Home Sites must be constructed so

as to utilize a privacy wall as designated on the recorded subdivision plat. Such privacy wall shall be constructed simultaneously with a Garden Home and shall be located so that the exterior of the same shall be located, as a general rule, parallel to the designated lot line on the recorded subdivision plat and shall not encroach beyond the lot line.

Section 2. Location of Dwelling. The Dwelling Unit may utilize a portion of the privacy wall as one of its exterior walls in which event the privacy wall shall be constructed so that neither the privacy wall nor the Dwelling Unit provides any window or view openings looking into or overlooking the adjacent Lot and provides no accessway or entryway into said adjacent Lot. Alternatively, an Owner of a Garden Lot may apply to the Review Board to locate his Garden Home on a portion of the Lot other than contiguous to the privacy wall. A site plan showing the proposed location of the privacy wall shall accompany each application to the Review Board. The Review Board's approval of the location other than as one of the exterior walls shall not relieve the Owner's responsibility to construct a privacy wall as required by Section 1 of this ARTICLE VIII. Approval or disapproval of the location of a Garden Home may be based by the Review Board on purely aesthetic considerations.

Section 3. Setbacks. Setback requirements shall be adopted and administered by the Review Board and shall be promulgated in the Building Guidelines. Those requirements shall apply to all architectural elements integrated within the enclosed habitable space of a Garden Home which is covered by roof, i.e. garages, carports, screened porches, etc. Roof overhangs may occur in the prescribed setback areas. In addition, decks, excluding those facing a golf course or a lake, may be permitted within the Lot setbacks subject to approval by the Review Board. Structures shall be limited to a maximum of two stories in height. It is desirable that a variety of building heights be constructed throughout the plantation ranging from one to two stories. Should a majority of the Dwelling Units be constructed of near equal height, the Board reserves the right to require that certain homesites be developed for alternate height buildings to insure against monotony in building heights.

Section 4. Minimum Square Footage of Enclosed Dwelling Area. Notwithstanding the provisions of PART TWO, ARTICLE I, Section 26 of the Declaration, no plans will be approved unless the proposed Dwelling Unit will have the minimum required square footage of enclosed dwelling area of not less than 1,050 square feet for



all Dwelling Units constructed on Garden Home Sites unless other minimum required square footage is specified in the Contract of Sale and expressly stipulated in the Deed from the Company or its successors or assigns. The term "enclosed dwelling area" as used in these minimum size requirements shall mean that total enclosed heated and cooled area within the dwelling. It shall not include garages, terraces, decks, open porches, screened porches, shed-type porches, or the like; provided, however, that enclosed porches such as sun porches which are heated and cooled and which have a roof line that forms an integral part of the roof line of the main dwelling, shall be included in the term "enclosed dwelling area."

Section 5. Maximum Permissible Lot Area of Dwelling. The first floor enclosed area of a Garden Home may not be constructed so as to cover or occupy in excess of forty-five percent (45%) of the entire area of the 'Garden Lot. "Enclosed area" shall include heated and cooled area together with garage and covered porches.

Section 6. Cost of Privacy Wall. The cost of construction, maintenance and repair of a privacy wall shall be the sole responsibility of the Lot Owner on whose Lot the same is situated.

Section 7. Easement Adjacent to Privacy Wall. There shall be reserved a three foot (3') easement on each Lot between the exterior of the privacy wall and/or Dwelling Unit and the parallel Lot boundary line for the use and enjoyment of the adjacent Lot Owner, only as hereinafter provided. Said three foot (3') easement area and the exterior of the privacy wall and/or Garden Home may be used by an adjacent Lot Owner only for the planting and care of shrubbery and other landscaping, providing the same does not interfere with the structural integrity of the privacy wall and/or Garden Home.

Section 8. Water Run-Off Control. Each Garden Home shall be designed and constructed to insure that no excessive rain water is discharged upon the adjoining Lot. Gutters may be required in some instances at the discretion of the Review Board.

Section 9. Easement for Adjacent Privacy Wall. An eight foot (8') easement is further reserved along the boundary line of each Lot, opposite the boundary line along which the privacy wall is to be constructed, for the construction, maintenance, and repair of the privacy wall and/or Garden Home on the adjoining Lot. The use of said easement area by an adjoining Lot Owner

shall not exceed a reasonable period of time during construction nor shall it exceed a period of fifteen (15) days each year for essential maintenance. Any shrubbery or planting in the eight foot (8') easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance or repair of his privacy wall and/or Garden Home, shall be repaired or replaced at the expense of the said adjoining Lot Owner causing such damages.

Section 10. Privacy Wall as Party Wall.  
Notwithstanding the foregoing, Owners of two (2) contiguous Garden Home Sites may apply to the Review Board for approval to construct and maintain a party wall along their common boundary line, provided that:

(a) Such party wall shall constitute an integral part of each Owner's Garden Home.

(b) The Review Board's approval of the construction of a party wall will not relieve an Owner's responsibility to construct a privacy wall which is designated to be located three feet (3') from a boundary line other than that over which the privacy wall is to be constructed.

(c) Provisions of this Section 10 which are in conflict or inconsistent with provisions of the preceding Sections 1-9 shall control.

Section 11. Dwelling Unit Definition Amended.

The definition of "Dwelling Units" as contained in PART ONE, ARTICLE I, Section 1 (n) shall be expanded to include the term "Garden Home" among the various types of living units enumerated therein.

3. The foregoing Amendment is a self-executing Amendment pursuant to the authority of PART FOUR, ARTICLE II, Section 3 of the Declaration and shall become effective upon the recordation of this Amendment.

4. Except as modified, supplemented or changed hereinabove, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.



This Amendment is executed this 30th day of June, 1988.

WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

David Phillips

By: Michael Hoang  
President

David W. Munson

Attest: Howard M. Hickey Jr  
Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

PERSONALLY appeared before me David Phillips,  
and made oath that s/he saw the within-named WOODSIDE DEVELOPMENT  
COMPANY OF AIKEN, INC., by its appropriate officers, sign, seal  
and as its act and deed, deliver the within-written FIRST AMEND-  
MENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF AIKEN, INC. and that s/he with  
David W. Munson witnessed the execution thereof.

David Phillips

SWORN to and subscribed before me  
this 30th day of June, 1988.

David Phillips  
Notary Public for South Carolina  
My Commission Expires: 3-11-91

RETURNED TO:

Howard M Hickey atty

RECORDED 7-12-88 at 1655,  
Regan J. Whitman  
9 M. A. AIKEN COUNTY



STATE OF SOUTH CAROLINA    )  
                                  )  
COUNTY OF AIKEN            ) SECOND AMENDMENT/SUPPLEMENTARY  
                                  ) DECLARATION TO THE COVENANTS AND  
                                  ) RESTRICTIONS OF WOODSIDE PLANTATION  
                                  ) PROPERTY OWNERS' ASSOCIATION, INC.  
                                  ) AND WOODSIDE DEVELOPMENT COMPANY  
                                  ) OF AIKEN, INC.

WHEREAS, WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. and WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. did, on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 451 at Page 93, et seq.; and

WHEREAS, PART ONE, ARTICLE II, Section 2 of said Declaration reserves unto Woodside Development Company of Aiken, Inc. the right, without further consent of the Association, to bring within the plan and operation of the Declaration certain properties as more particularly described therein; and

WHEREAS, the additions authorized by PART ONE, ARTICLE II, Section 2 are required to be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional properties which shall then extend the operation and effect of the Covenants and Restrictions of the Declaration to such additional property and after the filing of same said additional properties shall fall within the definition of "Property" as set forth in the Declaration.

NOW, THEREFORE, the undersigned Woodside Development Company of Aiken, Inc., by its duly elected President and Secretary, do hereby state and provide as follows:

1. That the WHEREAS clauses set forth above are hereby incorporated and made an integral part as if restated herein.

2. That pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2 of the Declaration, the hereinafter described property shall, after the recording of this Second Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration and the operation and effect of the Covenants and Restrictions of the Declaration shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property being added hereby is described as follows:

ALL that certain piece, parcel or tract of land, situate, lying and being in Woodside Plantation, Aiken County, South Carolina, having and containing 5.19 acres, more or less, and being more particularly shown and described on a plat entitled "Record Plat of Cottages at Woodside Plantation" prepared by Ayer, Graham & Associates, Inc. and certified to by James William Ivey, Jr., Registered Professional Engineer (S.C. No. 11551) which plat is dated December 3, 1987, and was recorded June 16, 1988, in the Office of the RMC for Aiken County, South Carolina, in Plat Book 20 at Page 190. Said property is likewise shown and described as Lots 1-12 and Lots 67-74 of Woodside Plantation, together with associated roadways. For a more-detailed description of the 5.19 acre parcel, reference is made to the above-described plat of record. The above property is the same property conveyed to B&E Properties by Woodside Development Company of Aiken, Inc. by Deed recorded in Deed Book 1002 at Page 272 and transferred from B&E Properties to B&E Properties, Inc. by Deed recorded in Deed Book 1046 at Page 113.

3. This Second Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of PART ONE, ARTICLE II, Section 2 of the Declaration and shall become effective upon the recordation of same.

4. Except as modified, supplemented or changed hereinabove, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

This Second Amendment/Supplementary Declaration is executed this 12th day of July, 1988.

WITNESSES:

WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

By: Michael H. Hagan, President  
Attest: James W. Ivey, Jr., Registered Professional Engineer

Kay P. Christoff  
John Henry

The undersigned B&E Properties, Inc., a South Carolina corporation whose address is Suite 7, 958 Millbrook Avenue, Aiken, South Carolina 29801, does hereby join in this Second Amendment/Supplementary Declaration by virtue of being the record owner of all or a portion of the Property described above and do adopt and approve the actions taken herein.

WITNESSES:

B&E PROPERTIES, INC., a South Carolina corporation

Michael Chang

By: FA Townsend, its President

Richard W. Herring

Attest: Edwin B. Taylor, its Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

PERSONALLY appeared before me Kay P. Chriswell, and made oath that s/he saw the within-named WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC., by its appropriate officers, sign, seal and as its act and deed, deliver the within-written SECOND AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. and that s/he with Richard W. Herring witnessed the execution thereof.

Kay P. Chriswell

SWORN to and subscribed before me this 10 day of July, 1988.

William T. Tucker  
Notary Public for South Carolina  
My Commission Expires: 11.11.97

STATE OF SOUTH CAROLINA )

COUNTY OF AIKEN )

PERSONALLY appeared before me J. Michael Hwang, and made oath that s/he saw the within-named B&E PROPERTIES, INC., a South Carolina corporation, by F.A. Townsend, Jr., its President, and Edwin B. Finner, its Secretary, sign, seal and as its act and deed, deliver the within-written SECOND AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. and that s/he with Robert N. Templeton, Jr. witnessed the execution thereof.

J. Michael Hwang

SWORN to and subscribed before me this 12 day of July, 1988.

Edwin B. Finner  
Notary Public for South Carolina  
My Commission Expires: 10-19-99

RETURNED TO:

Howard M. Nichey  
att'y

RECORDED

7-12-88 1655 hr.  
Peggy J. Whitman  
CLERK AIKEN COUNTY

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
) THIRD AMENDMENT/SUPPLEMENTARY  
) DECLARATION TO THE COVENANTS AND  
) RESTRICTIONS OF WOODSIDE PLANTATION  
) PROPERTY OWNERS' ASSOCIATION, INC.  
) AND WOODSIDE DEVELOPMENT COMPANY  
) OF AIKEN, INC.

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Plantation Property Owners' Association did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 451 at Page 93, et seq.; and

WHEREAS, Woodside Development Company of Aiken, Inc. did execute and record that certain FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. dated the 30th day of June, 1988, and recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 513 at Page 241, pursuant to the authority set forth in PART FOUR, ARTICLE II, Section 3 of said Declaration; and

WHEREAS, Woodside Development Company of Aiken, Inc. did further cause to be executed and recorded that certain SECOND AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. dated the 12th day of July, 1988, and recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 513 at Page 246, pursuant to the authority of PART ONE, ARTICLE II, Section 2 of said Declaration by which certain additions to property were brought within the plan and operation of the Declaration; and

WHEREAS, pursuant to the provisions of PART ONE, ARTICLE II, Section 2 of said Declaration, Woodside Development Company of Aiken, Inc. desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional properties which shall then extend the operation and effect of the Covenants and Restrictions of the Declaration to such additional properties and after the filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration.

NOW, THEREFORE, the undersigned Woodside Development Company of Aiken, Inc. by its duly elected President and Secretary do hereby state and provide as follows:

1. That the WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in PART ONE, ARTICLE II, Section 2 of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this Third Amendment/Supplementary Declaration be brought within the plan and operation of the Declaration and the operation and effect of the Covenants and Restrictions of the Declaration shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration.

3. This Third Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of PART ONE, ARTICLE II, Section 2 of the Declaration and shall become effective upon the recordation of same.

4. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

5. This Third Amendment/Supplementary Declaration is executed this 19th day of August, 1988. *Grub*  
October

Woodside Development Company of  
Aiken, Inc.

By: *J. Michael Hosang*  
J. Michael Hosang, President

Attest: *Howard M. Hickey, Jr.*  
Howard M. Hickey, Jr.,  
Secretary

*Shara A. Stone*

*Kay P. Christen*

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

I, Peggy J. Whitman, Clerk of S.M.C. for  
Aiken County, South Carolina, do hereby certify  
that the foregoing constitutes a true and correct  
copy of the original document which has been filed  
in my office.

19 day of November, 1988

*Peggy J. Whitman*  
Peggy J. Whitman, S.C.  
Clerk of S.M.C.  
*Edward C. Conway*  
Edward C. Conway  
Deputy Clerk



STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

P R O B A T E

PERSONALLY appeared before me Sharon A. Stone  
and made oath that s/he saw the within-named Woodside Development  
Company of Aiken, Inc. by J. Michael Hosang, its President, and  
Howard M. Hickey, Jr., its Secretary, sign, seal and as its act and  
deed deliver the within-written THIRD AMENDMENT/SUPPLEMENTARY  
DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE  
PLANTATION OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT  
COMPANY OF AIKEN, INC. and that s/he with Kay P. Chriswell  
witnessed the execution thereof.

Sharon A. Stone

SWORN to and subscribed before  
me this 19th day of August, 1988.  
October

Kay P. Chriswell  
Notary Public for South Carolina  
My Commission Expires: 3/12/1997

VOL 324 PAGE 298

EXHIBIT "A"

## TRACT ONE

ALL that certain piece, parcel or lot of land, lying and being in the City of Aiken, County of Aiken, State of South Carolina being shown upon a plat made for Palmetto Service Corporation by Ayer, Graham and Associates, Inc. Consulting Engineers and Land Surveyors under date of May 14, 1986 designated as Parcel Three containing 9.476 acres as more fully would appear by reference to said plat recorded in Plat Book 17 at Page 180, Office of the RMC for Aiken County, South Carolina. Being a portion of the property conveyed unto Palmetto Service Corporation by Deed of Elizabeth Leake Burden, dated June 11, 1986 and recorded June 26, 1986 in Title Book 936 at Page 137 records of Aiken County, South Carolina.

## TRACT TWO

ALL that certain piece, parcel or tract of land situate lying and being in the City of Aiken, County of Aiken, State of South Carolina in the Southwest section of the Woodside Plantation. Said tract containing 37.867 acres more or less as being set forth as Parcel No. 4 on a plat of Woodside Plantation prepared by Ayer, Graham and Associates, Inc. under date of May 14, 1986 being recorded May 20, 1986 in Plat Book 17 at Page 180, Office of the RMC for Aiken County, South Carolina reference being made thereto for more complete and accurate description of the subject property.

## TRACT THREE

Parcel No. 5 on a compiled plat of Woodside Plantation prepared for Palmetto Service Corporation by Ayer, Graham and Associates dated May 14, 1986, revised May 22, 1987 and June 3, 1988 containing 58.725 acres is bounded and measuring as follows: NORTHWESTERLY by the southern edge of the right of way of Silver Bluff Road along two lines of 1,741.48 feet and 270.06 feet and also by a small parcel now or formerly of Hosang along three lines of 373.87 feet; 258.27 feet and 376.79 feet; NORTHERLY by property of Palmetto Service Corporation, for 614.57 feet; EASTERLY and SOUTHEASTERLY by property of Palmetto Service Corporation along two lines of 1,809.30 feet and 760 feet; SOUTHERLY by Parcel No. 4 on said plat for 1,302.30 feet; and SOUTHWESTERLY property of Moyer for 528.76 feet; all as will more fully appear by reference to plat recorded in Plat Book 21, Page 17-2, Office of the RMC for Aiken County.

Subject nevertheless to an easement from Electric Transmission Line as indicated on said plat.

## TRACT FOUR

Parcel No. 6 on the afore referenced plat in Plat Book 21, Page 17-2, Office of the RMC for Aiken County containing 14,901 acres

is bounded NORTHWESTERLY by Parcel No. 4 on said plat for 407.70 feet; NORTHEASTERLY by property of Palmetto Service Corporation along two lines of 1,195.68 feet and 1,006.92 feet; SOUTHERLY by property of Palmetto Service Corporation 1,125.10 feet; and WESTERLY by right of way of Electric Transmission Line between Warrenville and New Ellenton for 1,370.51 feet.

TRACT FIVE

Parcel No. 7 on the afore referenced plat in Plat Book 21, Page 17-2, Office of the RMC for Aiken county containing 5,496 acres is bounded NORTHWESTERLY by property of Palmetto Service Corporation for 615 feet; NORTHEASTERLY by property of Palmetto Service Corporation for 287.23 feet; SOUTHEASTERLY by a 150 foot easement of South Carolina Electric and Gas Company for 922.10 feet; SOUTHWESTERLY by property of Palmetto Service Corporation for 131.23 feet; and WESTERLY by property of the Palmetto Service Corporation for 290.00 feet.

The 3 parcels described herein above (Tract 3, 4 and 5) being portions of a tract of 2,086.5 acres devised to Elizabeth Leake Burden by the Last Will and Testament of James A. Burden, who died on May 5, 1979, his estate having been administered in the Surrogate's Court of Nassau County, New York with ancillary administration in the Probate Court for Aiken County, South Carolina; being portions of the property conveyed unto the said James A. Burden by deed of Keith Spalding dated January 6, 1956, and recorded February 1, 1956, in Title Book 186, at Page 202, Office of the RMC for Aiken County, South Carolina.

Being the same property conveyed unto Grantor herein by deed of Palmetto Service Corporation dated June 8, 1987 recorded February 4, 1988 herewith in Title Book 1023 at Page 76, records of the RMC Office for Aiken County, South Carolina.

TRACT SIX

ALL that certain parcel of land situate in the City of Aiken, State of South Carolina containing 90.762 acres more or less as shown on a plat prepared by Ayer, Graham and Associates, Inc. for Palmetto Service Corporation dated May 14, 1986 as revised June 3, 1988 which plat is marked Woodside Plantation, a copy of which is recorded in Plat Book 21, at Page 17-2, records of Aiken County, South Carolina. Said parcel being individually described as being bounded NORTHWESTERLY by property of Beake; NORTHEASTERLY by Parcel No. 2 on said plat and also NORTHEASTERLY and EASTERLY by property of Holley; SOUTHWESTERLY and WESTERLY by property of Burden, by Parcel No 3 on said plat and property of Palmetto Service Corporation subject nevertheless to the South Carolina Electric and Gas Easement as shown on said plat. Being a portion of the property conveyed under Woodside Development Company of Aiken, Inc. by deed of Elizabeth Leake Burden dated June 30, 1988 and recorded July 19, 1988 in Title Book 1047 at Page 137.

## TRACT SEVEN

ALL that certain lot or parcel of land, situate in the City of Aiken, County of Aiken, State of South Carolina containing 1.74 acres and bounded now or formerly as follows: NORTHWESTERLY by Silver Bluff Road for 227.75 feet; NORTHEASTERLY by property formerly of Burden now of Woodside Development Company of Aiken, Inc. along two lines of 290 feet and 225.59 feet; EASTERLY by property of Woodside Development Company of Aiken, Inc. along two lines of 33.42 feet and 72.43 feet; and SOUTHWESTERLY by property of Woodside Development Company of Aiken, Inc. for 614.57 feet. All is more fully would appear by reference to plat thereof prepared by Ayer, Graham and Associates, Inc. dated August 3, 1987 and recorded in Plat Book 21 at Page 110-1 Office of the RMC for Aiken County, South Carolina. Being the identical property conveyed unto Palmetto Service Corporation by deed of Elizabeth Leake Burden dated August 10, 1987 and recorded in Title Book 999 at page 55, records of Aiken County and further being the identical property conveyed unto Woodside Development Company of Aiken, Inc. by deed dated October 19, 1988 and simultaneously recorded herewith in Title Book 1067 at Page 13, Office of the RMC for Aiken County, South Carolina.

RECORDED 11-17-88 at 1100 hrs.  
Peggy J. Whitman  
 R.M.C. AIKEN COUNTY



STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF AIKEN )  
 FOURTH AMENDMENT/SUPPLEMENTARY  
 DECLARATION TO THE COVENANTS AND  
 RESTRICTIONS OF WOODSIDE PLANTATION  
 PROPERTY OWNERS' ASSOCIATION, INC.  
 AND WOODSIDE DEVELOPMENT COMPANY OF  
 AIKEN, INC.

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Plantation Property Owners' Association did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 451 at Page 93, et seq.; and

WHEREAS, Woodside Development Company of Aiken, Inc. did execute and record that certain FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. dated the 30th day of June, 1988, and recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 513 at Page 241, pursuant to the authority set forth in PART FOUR, ARTICLE II, Section 3 of said Declaration; and

WHEREAS, Woodside Development Company of Aiken, Inc. did further cause to be executed and recorded that certain SECOND AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. dated the 12th day of July, 1988, and recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 512 at Page 246, pursuant to the authority of PART ONE, ARTICLE II, Section 1 of said Declaration by which certain additions to property were brought within the plan and operation of the Declaration; and

WHEREAS, Woodside Development Company of Aiken, Inc. did further cause to be executed and recorded that certain THIRD AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. dated the 19th day of October, 1988, and recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 524 at Page 295, pursuant to the authority of PART ONE, ARTICLE II, Section 1 of said Declaration by which certain additions to property were brought within the plan and operation of the Declaration; and

WHEREAS, pursuant to the provisions of PART ONE, ARTICLE II, Section 2 of said Declaration, Woodside Development Company of Aiken, Inc. desires to bring additional properties

7/11/88  
 #1

within the plan and the operation of the Declaration by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional properties which shall then extend the operation and effect of the Covenants and Restrictions of the Declaration to such additional properties and after the filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration.

WHEREAS, pursuant to the provisions of PART FOUR, ARTICLE II, Section 3 and PART THREE, ARTICLES III and IV of said Declaration, Woodside Development Company of Aiken, Inc. desires to add additional restrictive covenants to make applicable to the portions of additional property made subject to the aforementioned covenants by this FOURTH AMENDMENT in order to apply to the applicable provisions of subdivision regulations of the Code of the City of Aiken, South Carolina.

NOW, THEREFORE, the undersigned Woodside Development Company of Aiken, Inc. by its duly elected President and Secretary do hereby state and provide as follows:

1. That the WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in PART ONE, ARTICLE II, Section 2 of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this Fourth Amendment/Supplementary Declaration be brought within the plan and operation of the Declaration and the operation and effect of the Covenants and Restrictions of the Declaration shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration.

3. That pursuant to the City of Aiken, Subdivision Regulations, Section 5.6.8 (d)(i) Woodside Development Company of Aiken, Inc. grants a perpetual easement to the City of Aiken over, across and through the private roads of the property subject to these covenants for access for emergency and maintenance vehicles as their respective needs may arise.

That pursuant to the City of Aiken, Subdivision Regulations, Section 5.6.8 (e)(i) the above mentioned private roads shall be maintained by Woodside Plantation Property Owners' Association, Inc.; and in the event that the Woodside Plantation Property Owners' Association refuses to use its reserve funds set aside specifically for the maintenance of the roads Woodside Plantation, pursuant to the City of Aiken, Subdivision Regulations, Section 5.6.8 (e)(ii) the undersigned hereby provides the City of Aiken, after reasonable notice of its intention, may use the reserve fund to assist the Property Owners' to finance maintenance work on the aforementioned roads.

*JMA*  
#2



4. That pursuant to the City of Aiken, Subdivision Regulations, Section 5.6.8 (f) Woodside Development Company of Aiken, Inc. and Woodside Plantation Property Owners' Association, Inc. hereby acknowledges "the City, its officers and employees shall not be liable for any injury, damage, loss or death occurring on the private roads....." provided however that this provision shall not apply to any such injury, damage, loss or death occasioned by the negligence of the City, its employees or agents.

5. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

6. This Fourth Amendment/Supplementary Declaration is executed this 3rd day of October, 1990.

WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.

By: J. Michael Hosang  
J. Michael Hosang, President

Attest: Howard M. Hickey, Jr.  
Howard M. Hickey, Jr.  
Secretary

Sharr A Stone  
Kay P. Chriswell

WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC.

By: Howard M. Hickey, Jr.  
Its: President

Attest: J. Michael Hosang  
Its: Treasurer

Sharr A Stone  
Kay P. Chriswell

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me, Sharon A. Stone and made oath that she saw the within named Woodside Development Company of Aiken, Inc. by J. Michael Hosang its President and Howard M. Hickey, Jr. its Secretary Sign, Seal and as their Act and Deed deliver the within written document and that she with Kay P. Chriswell witnessed the execution thereof.

SWORN to before me this  
3rd day of October 1990.

Sharon A Stone

Kay P. Chriswell  
Notary Public for South Carolina  
My Commission Expires: 3/12/1997

State of South Carolina )  
County of Aiken )

PROBATE

PERSONALLY appeared before me, Sharon A. Stone and made oath that she saw the within named Woodside Plantation Property Owners Association, Inc. by Howard M. Hickey, Jr. its President and J. Michael Hosang its Treasurer Sign, Seal and as their Act and Deed deliver the within written document and that she with Kay P. Chriswell witnessed the execution thereof.

Sworn to before me this  
3rd day of October 1990.

Kay P. Chriswell  
Notary Public for South Carolina  
My Commission expires 3/12/1997

Sharon A Stone

MLA  
#4

## EXHIBIT "A"

ALL those certain pieces, parcels or lots of land situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina being shown and designated on plat of Woodside Plantation Phase II, Section 1 prepared by Ayer, Graham and Associates, Inc. under date of September 19, 1990, revised October 1, 1990 as more fully will appear by reference to said plat thereof recorded October 4, 1990 in Plat Book 24, Page 46.

ALSO, all those certain pieces, parcels or lots of land situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina being shown and designated on plat of Woodside Plantation Phase II, Section 2 prepared by Ayer, Graham and Associates, Inc. under date of September 14, 1990, revised September 17, 1990 and further revised October 4, 1990 as more fully will appear by reference to said plat thereof recorded October 5, 1990 in Plat Book 24, Page 50.

ALSO, all those certain pieces, parcels or lots of land situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina being shown and designated on plat of Woodside Plantation Phase II, Section 3 prepared by Ayer, Graham and Associates, Inc. under date of September 20, 1990 as more fully will appear by reference to said plat thereof recorded October 4, 1990 in Plat Book 24, Page 47.

ALSO, all those certain pieces, parcels or lots of land situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina being shown and designated on plat of Woodside Plantation Phase II, Section 4 prepared by Ayer, Graham and Associates, Inc. under date of September 21, 1990 as more fully will appear by reference to said plat thereof recorded October 5, 1990 in Plat Book 24, Page 51.

ALSO, all those certain pieces, parcels or lots of land situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina being shown and designated on plat of Woodside Plantation Phase II, Section 5 prepared by Ayer, Graham and Associates, Inc. under date of September 20, 1990 as more fully will appear by reference to said plat thereof recorded October 5, 1990 in Plat Book 24, Page 52.

ALSO, all those certain pieces, parcels or lots of land situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina being shown and designated on plat of Woodside Plantation Phase II, Section 6 prepared by Ayer, Graham and Associates, Inc. under date of September 20, 1990 as more fully will appear by reference to said plat thereof recorded October 5, 1990 in Plat Book 24, Page 53.

ALSO, all those certain pieces, parcels or lots of land situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina being shown and designated on plat of Woodside

PLAT  
# 5

Plantation Phase II, Section 7 prepared by Ayer, Graham and Associates, Inc. under date of September 17, revised October 4, 1990 as more fully will appear by reference to said plat thereof recorded October 5, 1990 in Plat Book 24, Page 54.

ALSO, all those certain pieces, parcels or lots of land, situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina being shown and designated on plat of Woodside Plantation Phase II, Section 10 prepared by Ayer, Graham and Associates, Inc. under date of September September 20, 1990, revised September 24, 1990, revised October 2, 1990, and further revised October 4, 1990 as more fully will appear by reference to said plat thereof recorded October 5, 1990 in Plat Book 24, Page 55.

ALSO, all those certain pieces, parcels or lots of land, situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina being shown and designated on plat of Woodside Plantation Phase II, Section 12 prepared by Ayer, Graham and Associates, Inc. under date of September 21, 1990 as more fully will appear by reference to said plat thereof recorded October 4, 1990 in Plat Book 24, Page 48.

ALSO, all those certain pieces, parcels or lots of land, situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina being shown and designated on plat of Woodside Plantation Phase II, Section 14 prepared by Ayer, Graham and Associates, Inc. under date of September 19, 1990 as more fully will appear by reference to said plat thereof recorded October 4, 1990 in Plat Book 24, Page 49.

*File*  
#6

RECORDED 10-5-90 at 1530 *her*  
*Peggy J. Whitman*  
R.M.C. AIKEN COUNTY

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
FIFTH AMENDMENT/SUPPLEMENTARY  
DECLARATION TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE PLANTATION  
PROPERTY OWNERS' ASSOCIATION, INC.  
AND WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

10.00  
WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Plantation Property Owners' Association did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 451 at Page 93, et seq.; and

WHEREAS, Woodside Development Company of Aiken, Inc. did execute and record that certain FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. dated the 30th day of June, 1988, and recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 513 at Page 241, pursuant to the authority set forth in PART FOUR, ARTICLE II, Section 3 of said Declaration; and

WHEREAS, Woodside Development Company of Aiken, Inc. did further cause to be executed and recorded that certain SECOND AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. dated the 12th day of July, 1988, and recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 512 at Page 246, pursuant to the authority of PART ONE, ARTICLE II, Section 1 of said Declaration by which certain additions to property were brought within the plan and operation of the Declaration; and

WHEREAS, Woodside Development Company of Aiken, Inc. did further cause to be executed and recorded that certain THIRD AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. dated the 19th day of October, 1988, and recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 524 at Page 295, pursuant to the authority of PART ONE, ARTICLE II, Section 1 of said Declaration by which certain additions to property were brought within the plan and operation of the Declaration; and

WHEREAS, Woodside Development Company of Aiken, Inc. did further cause to be executed and recorded that certain FOURTH AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND



RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS ASSOCIATION, INC. WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. dated October 3, 1990 and recorded in the office of the Register of Mesne Conveyances of Aiken County, South Carolina in Misc. Book 591 at Page 65, pursuant to the authority of PART ONE, ARTICLE II, Section 2 of said Declaration by which certain additions to the property were brought within the plan and operation of the Declaration; and also pursuant to authority of PART FOUR, ARTICLE II, Section 3 and PART THREE, ARTICLES III AND IV of said Declaration by which certain additional covenants were made applicable to the property so added by the FOURTH AMENDMENT and, pursuant to the provisions of the PART FOUR, ARTICLE II, Section 1, Woodside Development Company of Aiken, Inc. and Woodside Plantation Property Owners Association, Inc. desires to make applicable to all property subjective to the covenants at Woodside Plantation, the additional covenants as set forth in the FOURTH AMENDMENT in order to apply the applicable provisions of subdivision regulations of the Code of the City of Aiken, South Carolina to the development at Woodside Plantation.

NOW, THEREFORE, the undersigned Woodside Development Company of Aiken, Inc. by its duly elected President and Secretary and Woodside Plantation Property Owners Association, Inc. by its duly elected President and Secretary do hereby state and provide as follows:

1. That the WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in PART ONE, ARTICLE II, Section 1 of the Declaration, all property previously subjected to the Declaration of Covenants and Restrictions and all Supplementary Declaration of Covenants and Restrictions shall be subjected to this FIFTH AMENDMENT/SUPPLEMENTARY DECLARATION and be brought within the plan and operation of the Declaration and the operation and effect of the Covenants and Restrictions of the Declaration and shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration.

3. That pursuant to the City of Aiken Subdivision Regulations, Section 5.6.8 (d)(i), Woodside Development Company of Aiken, Inc. grants a perpetual easement to the City of Aiken over, across and through the private roads of the property subject to these covenants for access for emergency and maintenance vehicles as their respective needs may arise.

That pursuant to the City of Aiken, Subdivision Regulations, Section 5.6.8 (e)(i), the above mentioned private roads shall be maintained by Woodside Plantation Property Owners'

Association, Inc.; and in the event that the Woodside Plantation Property Owners' Association refuses to use its reserve funds set aside specifically for the maintenance of the roads Woodside Plantation, pursuant to the City of Aiken Subdivision Regulations, Section 5.6.8 (e)(ii), the undersigned hereby provides that the City of Aiken, after reasonable notice of its intention, may use the reserve fund to assist the Property Owners' to finance maintenance work on the aforementioned roads.

4. That pursuant to the City of Aiken Subdivision Regulations, Section 5.6.8 (f) Woodside Development Company of Aiken, Inc. and Woodside Plantation Property Owners' Association, Inc. hereby acknowledges "the City, its officers and employees shall not be liable for any injury, damage, loss or death occurring on the private roads....." provided, however, that this provision shall not apply to any such injury, damage, loss or death occasioned by the negligence of the City, its employees or agents.

5. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

6. This Fifth Amendment/Supplementary Declaration is executed this 26th day of December, 1990.

WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.

By: Patrick D. Cunniff  
Patrick D. Cunniff  
Vice Chairman

Danall Rann  
Ray D. Christwell

Attest: Howard M. Hickey, Jr.  
Howard M. Hickey, Jr.  
Secretary

WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC.

By: Howard M. Hickey, Jr.  
Its: President

Attest: Patrick D. Cunniff  
Its: V. Chairman

Danall Rann  
Ray D. Christwell

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me Darrell Rains,  
and made oath that s/he saw the within-named WOODSIDE DEVELOPMENT  
COMPANY OF AIKEN, INC., by its appropriate officers, sign, seal  
and as its act and deed, deliver the within-written FIFTH  
AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC.  
and that s/he with Kay P. Chriswell witnessed the  
execution thereof.

Darrell Rains

SWORN to and subscribed before me  
this 26th day of December, 1990.

Kay P. Chriswell  
Notary Public for South Carolina  
My Commission Expires: 3/12/1997

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me Darrell Rains,  
and made oath that s/he saw the within-named WOODSIDE PLANTATION  
PROPERTY OWNERS' ASSOCIATION, INC., by its appropriate officers,  
sign, seal and as its act and deed, deliver the within-written  
FIFTH AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION,  
INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. and that  
s/he with Kay P. Chriswell witnessed the execution  
thereof.

Darrell Rains

SWORN to and subscribed before me  
this 26th day of December 1990.

Kay P. Chriswell  
Notary Public for South Carolina  
My Commission Expires: 3/12/1997

1230

12-26-90@  
Peggy G. Whitman



STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

SIXTH AMENDMENT/SUPPLEMENTARY  
DECLARATION TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE PLANTATION  
PROPERTY OWNERS' ASSOCIATION, INC.  
AND WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.

WHEREAS, WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. and WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. did, on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 451 at Page 93, et seq.; and

WHEREAS, PART ONE, ARTICLE II, Section 2 of said Declaration reserves unto Woodside Development Company of Aiken, Inc. the right, without further consent of the Association, to bring within the plan and operation of the Declaration certain properties as more particularly described therein; and

WHEREAS, the additions authorized by PART ONE, ARTICLE II, Section 2 are required to be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional properties which shall then extend the operation and effect of the Covenants and Restrictions of the Declaration to such additional property and after the filing of same said additional properties shall fall within the definition of "Property" as set forth in the Declaration.

NOW, THEREFORE, the undersigned Woodside Development Company of Aiken, Inc., by its duly elected President and Secretary, do hereby state and provide as follows:

1. That the WHEREAS clauses set forth above are hereby incorporated and made an integral part as if restated herein.

2. That pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2 of the Declaration, the hereinafter described property shall, after the recording of this Sixth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration and the operation and effect of the Covenants and Restrictions of the Declaration shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property being added hereby is described as follow:

Sections 1-14, Phase 11, Woodside Plantation, being portions of a tract of 2,086.5 acres devised to Elizabeth Leake Burden by the Last Will and Testament of James A. Burden who died on May 5, 1979, his estate having been administered in the Surrogate's Court of Nassau County, New York, with ancillary administration in the Probate Court for Aiken County, South Carolina; being portions of the property conveyed unto the said James A. Burden by deed of Keith Spalding dated January 6, 1956 and recorded February 1, 1956 in Title Book 186 at Page 202 of the Office of the RMC for Aiken County, South Carolina and the identical property conveyed unto Woodside Development Company of Aiken, Inc. by deed of Elizabeth Leake Burden dated June 30, 1988 and recorded in Title Book 1047 at Page 137, records of the RMC Office for Aiken County, South Carolina.

Also, being a portion of a tract of 1,143.715 acres conveyed unto Woodside Development Company of Aiken, Inc. by deed of Elizabeth Leake Burden recorded June 18, 1990 in Title Book 1179 at Page 223, records of the RMC Office for Aiken County, South Carolina.

3. This Sixth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of PART ONE, ARTICLE II, Section 2 of the Declaration and shall become effective upon the recordation of same.

4. Except as modified, supplemented or changed hereinabove, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

This Sixth Amendment/Supplementary Declaration is executed this 26th day of December, 1990.

WITNESSES:

James A. Burden  
Ray P. L'Esperance

WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.

By: Patrick D. Curran  
Its: V. Chairman  
Attest: James A. Burden  
Its: Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me Darrell Rains,  
and made oath that s/he saw the within-named WOODSIDE DEVELOPMENT  
COMPANY OF AIKEN, INC., by its appropriate officers, sign, seal  
and as its act and deed,, deliver the within-written SIXTH  
AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION,  
INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. and that  
s/he with Kay P. Chriswell witnessed the execution  
thereof.

*Darrell Rains*

SWORN to and subscribed before me  
this 26th day of December 1990.

*Kay P. Chriswell*  
Notary Public for South Carolina  
My Commission Expires: 3/12/1997

*12-26-90@1235*  
*Peggy J. Kretmer*

WILLIAM M. HUCKEY, JR. ESQUIRE  
P.O. BOX 1116  
Aiken, South Carolina 29801-1116



SEVENTH AMENDMENT/SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND RESTRICTIONS

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

WHEREAS, WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. (hereinafter referred to as the "Company"), and Woodside Plantation Property Owners' Association did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNER'S ASSOCIATION, INC., AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 451, at Page 93, et seq.; and *Misc*

WHEREAS, the Company did execute and record that certain FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC., dated the 30th day of June, 1988, and recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 513, at Page 241, pursuant to the authority set forth in PART FOUR, ARTICLE II, Section 3, of said Declaration; and

WHEREAS, the Company did further cause to be executed and recorded that certain SECOND AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC., dated the 12th day of July, 1988, and recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in *Misc* Deed Book 513, at Page 246, pursuant to the authority of PART ONE, ARTICLE II, Section 1, of said Declaration by which certain additions to property were brought within the plan and operation of the Declaration; and

WHEREAS, the Company did further cause to be executed and recorded that certain THIRD AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC., dated the 19th day of October, 1988, and recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in *Misc* Deed Book 524 at Page 295, pursuant to the authority of PART ONE, ARTICLE II, Section 1, of said Declaration by which certain additions to property were brought within the plan and operation of the Declaration; and

WHEREAS, the Company did further cause to be executed and recorded that certain FOURTH AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY

OWNERS' ASSOCIATION, INC., AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC., dated the 30th day of October, 1990, and recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in ~~Book~~ <sup>Page</sup> Book 591, at Page 067, pursuant to the authority of PART ONE, ARTICLE II, Section 1, of said Declaration by which certain additions to property were brought within the plan and operation of the Declaration; and

WHEREAS, the Company has entered into a fifth and sixth amendment to the Declaration,

NOW THEREFORE, the undersigned Company, by its duly elected President and Secretary, do hereby state and provide as follows:

1. Pursuant to Section 3 of Part Four of the Declaration and the other terms and conditions of the Declaration, the Company hereby limits the application of Part Two of the Declaration as to the real property described in Exhibit "A" attached hereto and incorporated by reference (the "Club Tract") to Sections 5, 15, 20, and 30 of Article I only. All other covenants, restrictions, and affirmative obligations set forth in Article I, and the remaining Articles in Part Two, of the Declaration shall not be applicable to the Club Tract and shall not be binding upon or be an obligation of the owner of the Club Tract. Notwithstanding the above, Part Two is amended to add the following section to Article I:

"Section 30. Private Recreational Tract. The quality of any additional improvements to the Private Recreational Tract shall be equal to or better than the existing improvements located on the Private Recreational Tract."

2. Except as modified, supplemented, or changed hereinabove, or as previously modified, supplemented, or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

3. This Seventh Amendment/Supplementary Declaration is executed this 27th day of December, 1990.

WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC., a South  
Carolina corporation

By: Patrick D. Cunningham  
President *Chairman*

Attest: [Signature]  
Secretary

Jan Thomas  
Cor. J. [Signature]



WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., a South Carolina corporation

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF TEXAS     )  
                               )  
 COUNTY OF DALLAS    )

PROBATE

PERSONALLY appeared before me JAN THOMAS, the undersigned witness, who, after being duly sworn, deposes and states that (s)he, with the witness(es) listed above, witnessed PATRICK D. CUNNING, V. CHAIRMAN, on behalf of WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC., sign, seal, and, by its act and deed, deliver the within instrument.

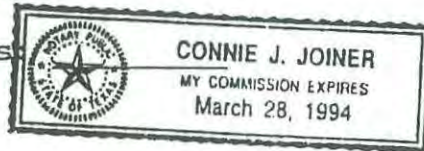
HOWARD M. HICKEY

Jan Thomas  
 WITNESS

SWORN TO before me this 28th day of December, 1990

Connie J. Joiner  
 NOTARY PUBLIC FOR TEXAS

My Commission Expires



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

PROBATE

~~PERSONALLY appeared before me \_\_\_\_\_, the undersigned witness, who, after being duly sworn, deposes and states that (s)he, with the witness(es) listed above, witnessed \_\_\_\_\_, on behalf of WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., sign, seal, and, by its act and deed, deliver the within instrument.~~

\_\_\_\_\_  
WITNESS

SWORN TO before me this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_

\_\_\_\_\_  
NOTARY PUBLIC FOR \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



ALL those certain pieces, parcels or tracts of land with improvements thereon, situate, lying and being in and adjacent to the City of Aiken, County of Aiken, State of South Carolina, containing 333.69 acres, more or less, locally known as the Woodside Plantation Club, Aiken, South Carolina. The property conveyed herein consists of Tracts 1 through 21, inclusive as more specifically described by reference to the cover sheet and Eight (8) attached plats and entitled Woodside, Phase I and II Golf Course, prepared under date of December 3, 1990 by Ayer, Graham and Associates, Inc. as amended December \_\_\_\_\_, 1990 reference being made to said plats for a more complete and accurate description of the metes, bounds, courses and distances of the property conveyed herein; said plats being simultaneously recorded herewith in Plat Book 24 Pages 133 through 141 records of Aiken County, South Carolina. 7:11  
vlu

The property described on Sheet 2 of 9, Phase I Golf Course is a portion of the property conveyed unto Grantor by deed of Palmetto Service Corporation dated September 5, 1986 and recorded September 10, 1986 in Title Book 948, Page 81, office of the RMC for Aiken County;

The property described on Sheet 4 of 9, Phase I Golf Course is a portion of the property conveyed unto Grantor by deed of Palmetto Service Corporation dated September 5, 1986 and recorded September 10, 1986 in Title Book 948, Page 81, office of the RMC for Aiken County;

The property described on Sheet 5 of 9, Phase I Golf Course is a portion of the property conveyed unto Grantor by deed of Palmetto Service Corporation dated September 5, 1986 and recorded September 10, 1986 in Title Book 948, Page 81, office of the RMC for Aiken County and also is a portion of the property conveyed unto Grantor by deed of Elizabeth Leake Burden dated June 18, 1990 and recorded in Title Book 1179, Page 223, office of the RMC for Aiken County;

The property described on Sheet 3 of 9, Phase I Golf Course is a portion of the property conveyed unto Grantor by deed of Palmetto Service Corporation dated September 5, 1986 and recorded September 10, 1986 in Title Book 948, Page 81, office of the RMC for Aiken County;

The property described on Sheet 6 of 9, Phase II Golf Course, is a portion of the property conveyed unto Grantor by deed of Elizabeth Leake Burden dated June 11, 1986 and recorded in Title Book 936, Page 137, office of the RMC for Aiken County and a portion of the property conveyed unto Grantor by deed of Elizabeth Leake Burden dated July 19, 1988 and recorded in Title Book 1047, Page 137, office of the RMC for Aiken County and a

portion of the property conveyed unto Grantor by Elizabeth Leake Burden by deed dated June 28, 1989 and recorded in Title Book 1107, Page 24, office of the RMC for Aiken County and a portion of the property conveyed unto Grantor by deed of Elizabeth Leake Burden dated June 18, 1990 and recorded in Title Book 1179, Page 223, office of the RMC for Aiken County;

The property described on Sheet 8 of 9, Phase II Golf Course, is a portion of the property conveyed unto Grantor by deed of Elizabeth Leake Burden dated June 18, 1990 and recorded in Title Book 1179, Page 223, office of the RMC for Aiken County;

The property described on Sheet 9 of 9, Phase II Golf Course, is a portion of the property conveyed unto Grantor by deed of Elizabeth Leake Burden dated June 18, 1990 and recorded in Title Book 1179, Page 223, office of the RMC for Aiken County

Being a portion of Tax Map Nos. 00-136-01-004, 00-159-01-033, 00-159-01-034 and 00-134-0-01-731.

RETURNED TO:

RECORDED 12-31-90 @ 11:50 AM  
Keggs J. Whitman  
R.M.C. AIKEN COUNTY



1. By a vote of 39 to 12, Section 18, Article I of Part II of the Declaration is amended to read:

"No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any dwelling or other structure or property within Woodside Plantation, nor radio, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Dwelling Unit, Residential Lot, Duplex Tract, Public and Commercial units, Development Unit Parcels, Unsubdivided Land or Private Recreational Tract, which may unreasonably interfere with the reception of television or radio signals upon any other such properties, except as follows:

(a) Dish television antennas of 20 inches in diameter or less may be installed within the Plantation subject to approval of the Architectural Review Board as to the location and screening of each dish; and

(b) The provisions of the Section shall not prohibit the Company from installing equipment necessary for a master antenna system, security system, cable television and mobile radio system or other similar system within Woodside Plantation.

2. By a vote of 1302 to 0, Section 3, Article II, Paragraph 1 of Part II is hereby amended to read:

"To implement effective and adequate erosion control and protect the beauty of the Property, the Company, or the Association, their respective successors and assigns (including but not limited to the Association), and agents shall have the right to enter upon any property before or after a building or structure has been constructed thereon for the purpose of performing any grading or landscaping work or construction and maintaining erosion prevention devices, provided, however, that prior to exercising its right to enter upon the Property for the purpose of performing any grading or landscaping or construction and maintaining erosion prevention devices, the Company or Association, as the case may be, shall give the Owner the opportunity to take any corrective action required by giving the Owner notice indicating what type of corrective action must be taken by such Owner. If the Owner fails to take the corrective action specified immediately, the Company or Association, as the case may be, may then exercise its right to enter upon the property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Company of the Association, their successors or assigns, on an improved property shall be paid by the Owner thereof."

3. By a vote of 1302 to 0, Article I, Section 13, Paragraph (iv) of Part II is hereby amended to read:

"The owner of a dog will not allow it to roam unattended on the Property, it being the responsibility of each pet Owner to leash their dogs at any time during which the animal is unconfined."

4. Except as herein modified, or as previously modified, the Declaration is and remains in full force and effect.

5. This Eighth Amendment to Declaration is executed this 14th day of December, 1995.

WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION

Witness: Arthur J. Kepes  
Jane Barnes

By: Harold D. Kingsmore  
Its President

And By: Charles Byers  
its Secretary

STATE OF SOUTH CAROLINA )  
 ) ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me Arthur J. Kepes and made oath that (s)he saw the within named Harold D. Kingsmore, President of Woodside Plantation Property Owners Association, and Charles Byers, Secretary of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Arthur J. Kepes  
Witness

SWORN to before me this 19<sup>th</sup> day of December, 1995.

Connie D. Jones  
Notary Public  
My Commission Expires: 11-19-2002

Kepes & Associates

RECORDED 12-19-95 at 1650 Ms.  
Peggy J. Whitman  
R.M.C. AIKEN COUNTY





10.00

STATE OF SOUTH CAROLINA	)	NINTH AMENDMENT TO THE
	)	DECLARATION OF COVENANTS AND
COUNTY OF AIKEN	)	RESTRICTIONS OF WOODSIDE
		PLANTATION PROPERTY OWNERS'
		ASSOCIATION, INC., AND
		WOODSIDE DEVELOPMENT COMPANY
		OF AIKEN, INC.

THIS NINTH AMENDMENT to the Declaration of Covenants and Restrictions is made this 31st day of October, 1996 by the Directors of the Woodside Plantation Property Owners Association, Inc.

WITNESSETH:

WHEREAS, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owner's Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc. ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. seq.; and,

WHEREAS, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;

by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;

by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;

by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;

by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;

by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;

by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;

by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344; and

WHEREAS, on August 23, 1996, the Board of Directors of the WPPOA gave notice to the Members of the WPPOA of the annual meeting of the WPPOA to be held on September 24, 1996; and,

WHEREAS, Members entitled to cast more than sixty percent (60%) of the total vote of the Membership were present at the September 24, 1996 annual meeting of the WPPOA; and,

WHEREAS, three-fourths (3/4) of the votes cast on each of the following proposed amendments were cast in favor thereof.

NOW, THEREFORE, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

1. By a vote of 42 to 9, Section 14, Article I of Part II of the Declaration is amended to add the following sentence after the first sentence of the Section:

"The foregoing prohibition shall not apply to wells used solely for irrigation and/or for heating and cooling systems."

2. Except as herein modified, or as previously modified, the Declaration is and remains in full force and effect.

3. This Ninth Amendment to Declaration is executed this 31<sup>st</sup> day of October, 1996.

WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION

Witness:

Jane Dames  
Jane Sawyer

By:

John W. Pavaglio  
its President

And By:

Charles Byers  
its Secretary

STATE OF SOUTH CAROLINA )  
 ) ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me Jane Dames and made oath that (s)he saw the within named John W. Pavaglio, President of Woodside Plantation Property Owners Association, and Charles Byers, Secretary of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Jane Dames  
Witness

SWORN to before me this 31<sup>st</sup> day of October, 1996.

Notary Public

My Commission Expires: 11-19-2002

RECORDED

11-7-96 @ 0945 hrs  
Peggy J. Whitman  
R.M.C. AIKEN COUNTY

RETURNED TO:

Campbell, Rigg + Kiefer  
1080 Silver Bluff Rd.  
Aiken, S.C. 29803



STATE OF SOUTH CAROLINA ) TENTH AMENDMENT/SUPPLEMENTARY  
COUNTY OF AIKEN ) DECLARATION TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE PLANTATION  
PROPERTY OWNERS' ASSOCIATION, INC.  
AND WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Plantation Property Owners' Association did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 451, Page 93, et seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the tenth such addition to the Declaration; and

WHEREAS, pursuant to the provisions of PART ONE, ARTICLE II, Section 2 of said Declaration, Woodside Development Company of Aiken, Inc. desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration of Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the Covenants and Restrictions of the Declaration to such additional properties and after the filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration.

NOW THEREFORE, the undersigned Woodside Development Company of Aiken, Inc. by its duly elected President and Secretary do hereby state and provide as follows:

1. That the WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in PART ONE, ARTICLE II, Section 2 of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this Tenth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration and the operation and effect of the Covenants and Restrictions of the Declaration shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration.

## EXHIBIT A

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, County of Aiken, South Carolina, containing 37.21 acres, more or less, as shown upon a plat of same prepared for Woodside Development Limited Partnership, by Southern Partners, Inc., under date of September 16, 1997, which said plat is recorded in Plat Book 38, Page 67, in the Office of the RMC for Aiken County, South Carolina. Reference is hereby made to said plat for a more complete and accurate description of subject tract as to its metes, bounds and location.

The subject property includes 17.54 acres, more or less, of Phase 2, Section 11, of Woodside Plantation, as more fully shown by reference to plat of Southern Partners, Inc., under date of November 25, 1997, revised December 2, 1997 and recorded December 5, 1997, in Plat Book 37, Page 130, in the Office of the RMC for Aiken County, South Carolina.

This conveyance is made subject, nevertheless, to all easements of record.

Being a portion of:

(1) a tract of 1143.715 acres, more or less, conveyed unto the Grantor herein by deed of Elizabeth Leake Burden, dated June 8, 190, and recorded in Deed Book 1179, Page 223, and

(2) Parcel E4, containing 159.112 acres, more or less, in turn being a portion of the property conveyed unto the Grantor herein by Deed of Elizabeth Leake Burden, dated June 26, 1989, and recorded in Deed Book 1107, Page 24; records of Aiken County, South Carolina.

Tax Parcel No: Portion of Tax Parcel No. 00-159-01-034.

3. This Tenth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of PART ONE, ARTICLE II, Section 2 of the Declaration and shall become effective upon the recordation of same.

4. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

5. This Tenth Amendment/Supplementary Declaration is executed this 15th day of December, 1997.

Woodside Development Company  
of Aiken, Inc.

BY:  
ITS:

Patrick D. Cunningham  
President

Susan M. Beasley

ATTEST:  
ITS:

Howard M. Hickey, Jr.  
Secretary

Sharon A. Stone

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me Susan M. Beasley and made oath that s/he saw the within named Woodside Development Company of Aiken, Inc. by Patrick D. Cunningham, its President and Howard M. Hickey, Jr., its Secretary, sign seal and as its act and deed deliver the within-written TENTH AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. and that s/he with Sharon A. Stone witnessed the execution thereof.

Susan M. Beasley

SWORN to and subscribed before me this 15th day of December, 1997.

Sharon A. Stone

Notary Public for South Carolina  
My Commission Expires: 10/14/2007

18-15-97 at 1315  
RECORDED  
Judith D. Warner  
A.M.C. AIKEN COUNTY

RETURNED TO

Charles E. Simons, III



STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
ELEVENTH AMENDMENT TO THE  
DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.

THIS ELEVENTH AMENDMENT to the Declaration of Covenants and Restrictions is made this 11<sup>th</sup> day of March, 1998 by the Directors of the Woodside Plantation Property Owners Association, Inc.

WITNESSETH:

WHEREAS, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owner's Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc. ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. seq.; and,

WHEREAS, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;

by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;

by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;

by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;

by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;

by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;

by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;

by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344;

by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345; and

by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183.

WHEREAS, on August 13, 1997, the Board of Directors of the WPPOA gave notice to the Members of the WPPOA of the annual meeting of the WPPOA to be held on September 16, 1997; and,

WHEREAS, Members entitled to cast more than sixty percent (60%) of the total vote of the Membership were present at the September 16, 1997 annual meeting of the WPPOA; and,

WHEREAS, three-fourths (3/4) of the votes cast on the following proposed amendment were cast in favor thereof.

NOW, THEREFORE, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

1. By a vote of 359 to 47, Section 2, Article IV of Part Four of the Declaration is amended by adding the following paragraph:

In addition to the foregoing, the Association may impose fines against a Property Owner for violations of, or failures to comply with, the terms hereof, in accordance with the following procedure:

a. In the event that such Property Owner fails to remedy a violation of the Covenants within ten (10) business days after receipt of written notice from the Association, then the Association may impose a fine of \$100.00 on such Property Owner. If such violation has not been remedied within twenty (20) days after receipt of such notice, the Association may impose an additional fine of \$100.00 on such Property Owner.

b. The fines provided for in the foregoing sub-paragraph may be imposed for each separate violation of the Covenants.

c. A Property Owner fined in accordance with the foregoing procedure may appeal such fine by delivering to the office of the Association a written letter of appeal within twenty (20) days of notice to such Property Owner that a fine has been imposed. The Board of Directors of the Association, or its designees, shall, within ten (10) days of delivery to the Association of such letter of appeal, set a date for the hearing of such appeal. Such hearing must be set within thirty (30) days of delivery to the Association of such letter of appeal. At the hearing, the Board of Directors of the Association, or its designees, shall consider such appeal and shall render a decision as to whether the fine shall be lifted. In making such decision, the Board of Directors of the Association, or its designees, shall determine whether a violation of the Covenants shall have occurred, and if so, whether the imposition of the fine is necessary and/or appropriate to remedy such violation and/or to inhibit future violations of the Covenants.

d. Fines imposed pursuant to the preceding paragraph shall become delinquent if not paid within thirty (30) days of the date imposed, or if appealed, within ten (10) days of the date the Board of Directors of the Association, or its designees, renders an opinion approving the imposition of the fine. Once delinquent, such fine shall bear interest at the rate of 1 1/2 % per month from the date the fine was originally imposed. Such fine shall be a personal obligation of the Property Owner.

2. Except as herein modified, or as previously modified, the Declaration is and remains in full force and effect.

3. This Eleventh Amendment to Declaration is executed this 11<sup>th</sup> day of March, 1998.

WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION

Witness:

Lucille E. Tolton  
Cynthia L. Griffin

By: [Signature]  
Its President

And By: Wiles Hall  
Its Secretary

STATE OF SOUTH CAROLINA )  
 ) ss.  
COUNTY OF AIKEN )

Cynthia L. Griffin

PERSONALLY appeared before me [Signature] and made oath that (s)he saw the within named Rod L. Grandy, Jr. President of Woodside Plantation Property Owners Association, and Wiles Hall, Secretary of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Cynthia L. Griffin  
[Signature]  
Witness

SWORN to before me this 11 day of March, 1998.

Lucille E. Tolton

Notary Public for South Carolina

My Commission Expires: My Commission Expires October 6, 2004

[SEAL]

After Recording, please return to:

Campbell, Riggs & Kepes  
1080 Silver Bluff Road  
Aiken, SC 29803  
(803) 649-2444  
Attention: Wesley Graybill

3-18-98 at 10:10 hrs  
RECORDED  
Judith D. Warner  
A.M.C. AIKEN COUNTY





STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF AIKEN             ) TWELFTH AMENDMENT/SUPPLEMENTARY  
  DECLARATION TO THE COVENANTS AND  
  RESTRICTIONS OF WOODSIDE PLANTATION  
  PROPERTY OWNERS' ASSOCIATION, INC.  
  AND WOODSIDE DEVELOPMENT COMPANY  
  OF AIKEN, INC.

WHEREAS, Woodside Development Company of Aiken, Inc. (the "Company") and Woodside Plantation Property Owners' Association ("WPPOA") did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 451, Page 93, et seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the twelfth such addition to the Declaration; and

WHEREAS, pursuant to the provisions of Part One, Article II, Section 2 of said Declaration, Woodside Development Limited Partnership ("WDLP"), successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration of Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the Covenants and Restrictions of the Declaration to such additional properties and after the filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, WDLP is desirous of transferring (effective 1/1/99) Architectural Review Authority to WPPOA for all platted, developed sections of the Property as of 12/31/97 under the current Architectural Review Board ("ARBI"); and

WHEREAS, WDLP is desirous of amending the Declaration to provide for further architectural review authority for those areas of the Property platted, developed and dedicated to the Declaration after 12/31/97 by providing for a separate Architectural Review Board known as "ARBII", to have architectural review authority for such areas pursuant to the Architectural Review provisions of Part Two, Article I of the Declaration.

NOW THEREFORE, the undersigned Woodside Development Limited Partnership, by WSC Corp., its General Partner, by its duly elected Vice President does hereby state and provide as follows:

1. That the WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.

MISCELLANEOUS  
VOL 924 PAGE 130

EXHIBIT A

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina, shown and designated as LONGWOOD GREEN, WOODSIDE PLANTATION, PHASE II, SECTION 17, as shown more particularly on plats thereof prepared under date of 7/28/98 by Southern Partners, Inc., Thomas M. Graham, RLS, and recorded 8/14/98 in Plat Book 38, Pages 64, 65 and 66, records of Aiken County, South Carolina. Reference being made to said plats for a more complete and accurate description thereof.

Derivation: TB 1739, Page 47.



MISCELLANEOUS  
VOL 934 PAGE 131

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this Twelfth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration and the operation and effect of the Covenants and Restrictions of the Declaration shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration.

3. That pursuant to the authority of WDLP, as successor in interest to the Company, to amend the Declaration as provided in Part Four, Article II, Section 3, the rights to transfer Architectural Review Board authority to the WPPOA as set forth in Part Two, Article I, Section ~~3~~(d) and pursuant to the authority reserved unto WDLP, as successor in interest to the Company, in Article VI of the Declaration, WDLP hereby transfers full and absolute architectural review authority (effective 1/1/99) to the WPPOA for ARBI for all of the Property consisting of platted, developed subdivisions as shown on recorded plats filed with the RMC for Aiken County, South Carolina, as of 12/31/97. WDLP further establishes hereby a second Architectural Review Board ("ARBII") to review the same such matter as ARBI for those areas of the Property developed with recorded subdivision plats after 12/31/97.

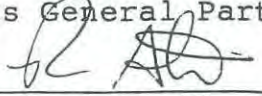
4. This Twelfth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same except as provided in paragraph 3 hereinabove relative to the effective date of the transfer of authority from ARBI to WPPOA.

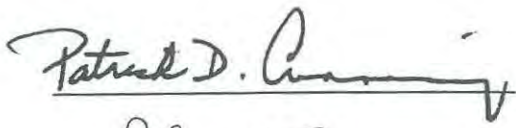
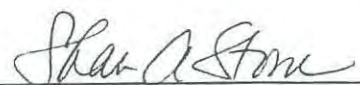
5. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

6. This Twelfth Amendment/Supplementary Declaration is executed this 14<sup>th</sup> day of August, 1998.

Woodside Development Limited  
Partnership

By: WSC Corp.  
Its General Partner

BY:   
Richard B. Steele  
Vice President

MISCELLANEOUS  
VOL 934 PAGE 132

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me the first witness and made oath that s/he saw the within named Woodside Development Limited Partnership, by WSC Corp., its General Partner, by Richard B. Steele, its Vice President, sign seal and as its act and deed deliver the within-written TWELFTH AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. and that s/he with the other witness witnessed the execution thereof.

Patricia D. Curry

SWORN to and subscribed before  
me this 14th day of August,  
1998.

Shana A. Stone

Notary Public for South Carolina  
My Commission Expires: 10/14/2007

RETURNED TO:

Howard Hickey  
PO Box 1116  
Aiken SC 29802

8-18-98 at 10:10 hrs.  
RECORDED  
Judith T. Warner  
S.M.C. AIKEN COUNTY  
by Lynn Stenbridge  
X

10.  
MISCELLANEOUS  
VOL 944 PAGE 26

STATE OF SOUTH CAROLINA ) AMENDMENT TO TWELFTH AMENDMENT/  
 ) SUPPLEMENTARY DECLARATION TO THE  
 ) COVENANTS AND RESTRICTIONS OF  
COUNTY OF AIKEN ) WOODSIDE PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF AIKEN, INC.

WHEREAS, the Twelfth Amendment/Supplementary Declaration to the Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc., which is recorded in Misc. Book 934, at Page 129, and Woodside Development Company of Aiken, Inc. ("Twelfth Amendment/Supplementary Declaration") created a second architectural review board ("ARBII") with architectural review authority for platted subdivisions in Woodside Plantation created and recorded after 12/31/97; which review board would review according to the guidelines established by the Declarations and associated Building Guidelines; and

WHEREAS, the intent of this amendment is to establish a time at which review authority of ARBII will be transferred to ARBI of the Woodside Property Owners' Association, Inc. ("WPPOA");

NOW, THEREFORE, pursuant to Part Four, Article II, Section 3, said Twelfth Amendment/Supplementary Declaration is hereby amended as follows:

1. Add the following sentence to the end of Paragraph 3:

ARBII shall, upon completion and sale of 95% of the dwelling units in any platted subdivision, transfer architectural review authority to ARBI and the WPPOA.

2. This Amendment to Twelfth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

3. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

4. This Amendment to Twelfth Amendment/Supplementary Declaration is executed this 9th day of October, 1998.

Woodside Development Limited  
Partnership

By: WSC Corp.,  
Its General Partner

By: Lewis Warren  
Its: VP + General Manager

Cassandra Holmes  
Carol Lentz

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me Cassandra Holmes  
and made oath that s/he saw the within named Woodside Development  
Limited Partnership, by WSC Corp., its General Partner, by Lewis  
Warren, its VP & General Manager, sign seal and as its act  
and deed deliver the within-written AMENDMENT TO TWELFTH  
AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE PLANTATION OWNERS' ASSOCIATION, INC. AND  
WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. and that s/he with  
Carol Lentz witnessed the execution thereof.

Cassandra Holmes

SWORN to and subscribed before  
me this 16th day of October,  
1998.

Deborah J. Machak  
Notary Public for South Carolina

My Commission Expires: My Commission Expires March 20, 2005

RETURNED TO:

Howard Hickey  
PO Box 1116  
Aiken S.C.  
29801

RECORDED

R.M.C.

AIKEN COUNTY

10-26-98 at 1258 hrs.  
Judith T. Warner

Cottonwood Creek

MISCELLANEOUS  
VOL 938 PAGE 158

STATE OF SOUTH CAROLINA	)	THIRTEENTH AMENDMENT/SUPPLEMENTARY
	)	DECLARATION TO THE COVENANTS AND
COUNTY OF AIKEN	)	RESTRICTIONS OF WOODSIDE PLANTATION
		PROPERTY OWNERS' ASSOCIATION, INC.
		AND WOODSIDE DEVELOPMENT COMPANY
		OF AIKEN, INC.

WHEREAS, Woodside Development Company of Aiken, Inc. (the "Company") and Woodside Plantation Property Owners' Association ("WPPOA") did on September 5, 1986 execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Registrar of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 451, Page 93, et seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the Thirteenth such addition to the Declaration; and

WHEREAS, pursuant to the provisions of Part One, Article II, Section 2 of said Declaration, Woodside Development Limited Partnership ("WDLP"), successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration of Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the Covenants and Restrictions of the declaration to such additional properties and after the filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, pursuant to Part One, Article II, Section 2(d) of said Declaration, WDLP desires to establish an additional neighborhood association for the property described herein in Exhibit "A" for the purposes set forth in the Declaration. This association has been established pursuant to South Carolina law, is known as Cottonwood Creek Neighborhood Association, and is governed by the By-Laws as set forth in Exhibit "C" of this Amendment/Supplementary Declaration, and

WHEREAS, WDLP also desires to establish additional covenants and restrictions for the property described in Exhibit "A" by filing the Declarations for Cottonwood Creek Neighborhood as Exhibit "B" hereto.

NOW THEREFORE, the undersigned Woodside Development Limited Partnership, by WSC Corp., its General Partner, by its duly elected Vice President does hereby state and provide as follows:

MISCELLANEOUS  
VOL 938 PAGE 159

1. That the WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Thirteenth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration and the operation and effect of the Covenants and Restrictions of the Declaration shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration, and the same property shall be further subject to the additional Covenants set forth in Exhibit "B" and governed pursuant to the By-Laws set forth in Exhibit "C".

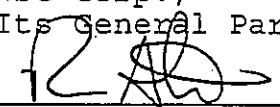
3. This Thirteenth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

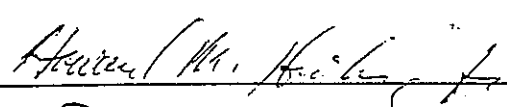
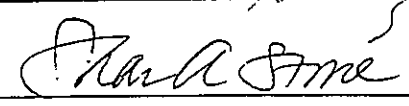
4. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

5. This Thirteenth Amendment/Supplementary Declaration is executed this 16<sup>th</sup> day of September, 1998.

Woodside Development Limited  
Partnership

By: WSC Corp.,  
Its General Partner

By:   
Richard B. Steele  
Vice President



MISCELLANEOUS  
VOL 938 PAGE 160

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me the first witness and made oath that s/he saw the within named Woodside Development Limited Partnership, by WSC Corp., its General Partner, by Richard B. Steele, its Vice President, sign seal and as its act and deed deliver the within-written THIRTEENTH AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. and that s/he with the other witness witnessed the execution thereof.

Richard B. Steele

SWORN to and subscribed before  
me this 16th day of September,  
1998.

Shirley A. Brown

Notary Public for South Carolina  
My Commission Expires: 10/14/2007

MISCELLANEOUS  
VOL 938 PAGE 161

EXHIBIT "A"

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina, shown and designated as COTTONWOOD CREEK, WOODSIDE PLANTATION, PHASE II, SECTION 16-"A", containing 6.20 acres, more or less, as shown more particularly on a plat thereof prepared under date of 5/5/98, revised 6/9/98 and 6/22/98, and recorded 6/23/98 in Plat Book 38, Page 12, records of Aiken County, South Carolina. Reference being made to said plat for a more complete and accurate description thereof.

Parcel #00-159-01-054.

EXHIBIT "B"

MISCELLANEOUS  
VOL 938 PAGE 162

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR COTTONWOOD  
CREEK NEIGHBORHOOD

THIS DECLARATION, made this 23<sup>rd</sup> day of JUNE, 1998, by  
Woodside Development Limited Partnership, a South Carolina Limited Partnership with its  
principal place of business at Woodside Plantation, Aiken, South Carolina, hereinafter called  
"Company".

WITNESSETH:

WHEREAS, Company is the owner of the properties described in Paragraph 1 of this  
Declaration and desires to create thereon a planned neighborhood consisting of Forty (40) duplex  
dwelling Units each containing two (2) single family dwelling Units, separated from each other by  
a Party Wall and covered by a Party Roof and Six (6) detached single family dwelling Units, with  
open spaces and Common Properties and Limited Common Properties for the benefit of said  
neighborhood; and

WHEREAS, Company desires to provide for the preservation of the values and amenities  
in said neighborhood and for the maintenance of open spaces and Common Properties and  
Limited Common Properties; and, to this end, desires to subject the properties described in  
Paragraph 1 to the Covenants, Restrictions, Easements, Affirmative Obligations, Charges and  
Liens hereinafter set forth (the "Covenants"), each and all of which is and are hereby declared to  
be for the benefit of said property and each and every Record Owner of any and all parts thereof;  
and

WHEREAS, Company has deemed it desirable, for the efficient preservation of the values  
and amenities in said neighborhood, to create an agency to which shall be delegated and assigned  
the power and authority of maintaining and administering and enforcing the Covenants  
Restrictions governing the same and collecting and disbursing all assessments and charges  
necessary for such maintenance, administration and enforcement as hereinafter created;

NOW, THEREFORE, the Company declares that the properties described in Paragraph 1  
is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the  
Covenants, Restrictions, Conditions, Easements, Charges, Assessments, Affirmative Obligations  
and Liens hereinafter set forth:

1. DEFINITION

- 1.1. "Association" shall mean and refer to the Cottonwood Creek Neighborhood  
Association.

MISCELLANEOUS  
VOL 938 PAGE 163

- 1.2. "Plat" shall refer to that plat of the properties entitled "RECORD PLAT OF COTTONWOOD CREEK, WOODSIDE PLANTATION PHASE 2 SECTION 16- 'A'" prepared by Thomas M. Graham, Jr., SCRLS No. 5380-B, dated 5/30/98, as recorded in Plat Book 38 at Page 12 in the records of the Office of the RMC for Aiken County, South Carolina, said plat being incorporated herein by specific reference. In addition, Plat shall also refer to any subsequently recorded Plat for additional phases or property submitted to these Covenants
- 1.3. The "Properties" shall mean and refer to all the existing property more clearly described on the Plat.
- 1.4. "Common Properties" and "Common Areas" shall mean the land between and surrounding Lots, and owned in equal undivided interests by the Record Owners as tenants in common, as hereinafter described and defined as Common Area or Common Properties on the Plat.
- 1.5. "Limited Common Property" or "Limited Common Area" means those Common Properties which are designated on the Plat as Limited Common Area or Limited Common Properties and for which Record Owners are granted the exclusive use to the exclusion of other Units, as may be designated in each Record Owner's deed of conveyance and hereinafter described and defined as Limited Common Area or Limited Common Properties on the Plat. Limited Common Areas may be subject to easement of use providing that more than one Record owner may be entitled to the use of the Limited Common Area. All use easements of use shall be referenced in and incorporated in the Record Owner's deed of conveyance.
- 1.6. "Development Area" shall mean that portion of the Properties upon which Units are constructed, the individual fees and the Limited Common Areas and Common Areas in as shown on the "Plat".
- 1.7. "Lots" shall mean and refer to any improved or unimproved parcel of land intended for the construction of a single-family dwelling as shown on the Plat, with the exception of Common Properties and Limited Common Properties as heretofore defined. It constitutes the area capable of individual ownership by the Record Owner of each Lot, and it is the area in which no fee ownership rights are present in any other person except the Record Owner of said Lot, and it is an area capable of hypothecation or conveyance by said Record Owner in accordance with the terms hereof and in accordance with the laws of the State of South Carolina.
- 1.8. "Record Owner" means the owner, whether one or more persons, whether artificial or natural, of the fee simple title or estate for years in and to any Lot within the

MISCELLANEOUS  
VOL 938 PAGE 164

development area, excluding however, those persons having such interest merely as security for the performance of an obligation.

- 1.9. "Cottonwood Creek Neighborhood Association" shall mean an association of all owners of individual Lots within the Development Area.
- 1.10. "Common Expenses" means and includes (a) all expenses incident to the administration, maintenance, repair and replacement of the Common Areas and Limited Common Areas and the Exterior of Units; (b) expenses determined by the Association to be common expenses and which are lawfully assessed against the individual Lot owner; (c) costs of electricity for street lighting, sprinkler controls, costs for water service and other similar type services for the Common Areas and Limited Common Areas; (d) taxes and insurance on the Common Areas, Limited Common Areas and/or insurance on Units as may be deemed desirable; (e) ground and/or road maintenance cost for the Common Properties and Limited Common Properties, including cost of upkeep and expense for any and all recreational facilities or common amenities; (f) costs of collection of household garbage and refuse; (g) a management fee, if any, for the administration of the Association; and any special assessments for capital improvements as hereinafter described.
- 1.11. "Assessment" means the share of the Common Expenses of a Record Owner, assessed against said Record Owner and his individual Lot, from time to time, by the Association, in the manner hereinafter provided.
- 1.12. "Party Wall" shall mean a wall built partly on the land of one Record Owner and partly on the land of another Record Owner for the common benefit of both in supporting construction of contiguous buildings and shall be given the general meaning and legal rights, responsibilities, and definitions as established by the laws of the State of South Carolina. The fact that said Party Wall may be by error or design located solely on the land of one owner shall not be conclusive evidence that said wall is not intended to be a Party Wall as defined.
- 1.13. "Party Roof" is a single roof Unit built partly over the dwelling Unit of one Record Owner and partly over the dwelling Unit of another Record Owner for the covering of a detached or attached building, each dwelling Unit being capable of separate ownership and which shall be given the general definition of meaning or responsibility or rights as established by the laws of the State of South Carolina.
- 1.14. "Unit" shall mean and refer to any building situated on a Lot intended for use and occupancy by a single family.
- 1.15. "Exterior of Units" shall mean and refer to that portion of a Unit as shall be exposed to the weather or elements, to include, but not be limited to, siding, facia, roofs,

MISCELLANEOUS  
VOL 938 PAGE 165

shingles, flashings, chimneys, and exterior trim, but not to include any mechanical systems (such as heating, air conditioning, electrical, gas, or plumbing (to include all piping and ductwork associated therewith)), exterior doors or windows (to include sill, frames, locksets, hardware, or glass).

**2. PURPOSE IN GENERAL**

- 2.1. The Company intends to convey out of the Development Area Lots with an accompanying undivided and inseparable interest in all of the Common Properties and Limited Common Properties to individual Record Owners. Each Record Owner shall acquire fee simple absolute title to the respective Lot designated in its deed of conveyance and a pro rata undivided inseparable interest in all Common Properties and a undivided interest in all Limited Common Properties as more clearly shown on the Plat. The Common Areas and Limited Common Areas shall be owned in common by the Record Owners of all Lots within the Development Areas, and each Record Owner interest therein shall and must be conveyed along with the Record Owner's interest in a Lot. Each Record Owner shall be conveyed and own an undivided pro rata interest in the Common and Limited Common Area as a tenant in common with all other Record Owners within the Development Area.
- 2.2. The Units to be constructed on the Lots shall be single-family dwelling Units, dwelling Units each containing two (2) single family dwelling Units, separated from each other by a Party Wall and covered by a Party Roof and Six (6) detached single family dwelling Units.
- 2.3. The undivided ownership interest of each Record Owner in the Common Properties and Limited Common Properties shall be governed, controlled and maintained by the Association as hereinafter described.
- 2.4. The Lot and its accompanying undivided and inseparable interest in the Common Properties and Limited Common Properties shall not be separately conveyed or encumbered.
- 2.5. It shall be the responsibility of each Record Owner to maintain and keep in good repair and maintenance his Lot and Unit, save and except the Exterior of the Unit. In the event the Record Owner does not maintain and keep in good repair and condition his Lot and Unit, the Association shall have the right to order any unsightly, dangerous or unkempt condition to be corrected within ten (10) days from the date of written notice to the Record Owner thereof causing said condition. Should the required action not be taken by said Record Owner within the ten (10) day period described above, the Association may, at said Record Owner's sufferance, enter upon any individual Lot and/or Unit and correct the unsightly, unkempt, poorly maintained or unrepaired

MISCELLANEOUS  
VOL 938 PAGE 166

condition, and shall then have the right to charge the offending Record Owner for the actual cost of correcting said condition. The Association shall have the additional right to add to the amount so expended, interest at the rate of interest charged on delinquent assessments from the date of demand for payment until time of payment, including the right to recover all costs of collection, including reasonable attorneys' fees and court costs, and such amounts shall be a lien upon the offending Record Owner's Lot, and collectible in accordance with the provisions of this Declaration. The lien for such monies expended and the interest accruing thereon shall be subordinate to any prior attaching Mortgage lien.

2.6. The Association shall be responsible for the maintenance, repair and upkeep of the Exterior of the Units, provided however, that the Association shall not be responsible for the repair, maintenance and upkeep of any portion of the Exterior of Unit which has been damaged by or as a result of the failure of the Record Owner, his agents, tenants, or guests to maintain that portion of the Unit for which they are responsible, or the failure of the Record Owner, his agents, tenants, or guests to engage in regular or periodic maintenance of the that portion of the Unit for which they are responsible, or for any damage of injury caused by the negligence or neglect of the Record Owner, his agents, tenants, or guests.

2.7. The Association shall be responsible for the upkeep, care, repair, and maintenance of the Common Properties and Limited Common Properties.

**3. COTTONWOOD CREEK NEIGHBORHOOD ASSOCIATION**

3.1. The Association shall consist of all Record Owners and shall be incorporated as a South Carolina Not-For-Profit Corporation unless otherwise directed by a vote of Seventy Five (75%) of the Record Owners. Each Record Owner shall be a member of said Association, shall have an equal interest therein, and shall be entitled to one (1) vote at said organization meeting and at all other meetings. Upon the conveyance of a Lot and Unit, the grantor's membership shall cease as of the time of said conveyance, and the grantee thereof shall then become a member of said Association by virtue of his ownership of a Lot and Unit.

3.2. For so long as the Company shall own any Lot or Unit it shall be entitled to special voting membership in the Association as follows: The Company shall be entitled to the same number of votes as held by the Record Owners plus one (1). This provision, without further reference herein, shall be self-operative and its applicability shall be determined by reference to the applicable property records of Aiken County, South Carolina.

MISCELLANEOUS  
VOL 938 PAGE 167

- 3.3. The governing of the Association shall be in accordance with the By-Laws of the Association attached hereto as Exhibit "1".
- 3.4. The purpose of the Association is to take all necessary action regarding the governing, maintenance and repair of the Common Properties and Limited Common Properties and the upkeep, maintenance and repair of the Exterior of the Units, to use its best reasonable efforts to assure that no unsightly, dangerous, bad repair or other condition exists. Further, said Association shall have the power to order the Record Owners to keep in good repair and maintenance their Lots and for failure to do so, said Association may take action as herein provided.
- 3.5. The Association shall be given, and it hereby reserved the unfettered right and easement to come upon any individual Lot and Common Properties and Limited Common Properties for the correction of any unsightly unkempt, unrepaired or dangerous condition and for the repair, upkeep and maintenance of the Exterior of the Units and such entry shall not be deemed a trespass.
- 3.6. The Association shall have the right to contract for all types of insurance for the Common Properties, Limited Common Properties, Party Walls, Party Roofs, and Exterior of Units as may be deemed desirable and to serve as Trustee under any insurance trust utilized for the purpose of holding and disbursing insurance proceeds as the Association may designate.
- 4. DETERMINATION OF COMMON EXPENSES AND ASSESSMENTS**
- 4.1. The Association shall, from time to time, and at least annually, prepare a budget for said Association, and determine the amount of the assessments payable by the Record Owners to meet the current expenses of said Association. The Association shall not, after the establishment of the initial assessments, cause the amount of the assessment to increase by more than Five (5%) percent over the previous years assessments for the next Three (3) years of assessments.
- 4.2. The Association shall advise all Record Owners annually, in writing, of the amount of common expenses payable by each of them, respectively, as determined by the budget of such Association, as aforesaid, and shall furnish copies of such budget to all Record Owners. The common expenses so assessed against the Record Owner shall be a lien on said Record Owner's individual Lot but subordinate to any prior attaching Mortgage lien.
- 4.3. All Record Owners shall be obligated to pay the common expenses assessed by the Association monthly or at such other time or times as said Association may determine and said expenses shall constitute a lien on the Lots. Said Association may authorize



MISCELLANEOUS  
VOL 938 PAGE 168

common expenses to be collected by a managing agent and designate such other duties to the managing agent as deemed desirable.

- 4.4. The Association shall, as part of the annual budget, establish and maintain reserve accounts for the purpose of funding major maintenance, repair and replacement of the capital improvements located on or in the Common Areas, Limited Common Areas, and the Party Walls, Party Roofs, and Exterior of Units.
- 4.5. In addition to the annual assessments authorized above to be paid upon the direction of the Association, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided any such assessment shall have the assent of two-thirds (2/3) of the votes of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.
- 4.6. No Record Owner may exempt himself from liability for his contribution for the common expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Lot.
- 4.7. No Record Owner shall be liable for the payment of any part of the common expenses assessed subsequent to a sale, transfer or other conveyance of his Lot and Unit.
- 4.8. A purchaser or grantee of the Lot shall be jointly and severally liable with the seller thereof for the payment of common expenses assessed against said Lot prior to the acquisition or conveyance of said Lot, without prejudice to the purchaser's or grantee's right to recover from the seller the amounts paid by the purchaser or grantee thereof. The purchaser's or seller's liability for common expenses assessed prior to the acquisition or conveyance of such Lot shall not be in excess of the amount set forth in a statement provided under Paragraph 4.9 herein. A mortgagee of a Lot at a foreclosure sale of such Lot or acquiring said Lot by deed in lieu of foreclosure shall not be liable for, and such Lot shall not be subject to a lien for the payment of common expenses or special assessments assessed prior to the date of the foreclosure sale or the date of the conveyance of the Lot to the mortgagee in lieu of foreclosure. Such unpaid common expenses shall then be deemed to be common expenses collectable as the Association deems appropriate.
- 4.9. The Association shall promptly provide any Record Owner or grantee or prospective grantee or purchaser so requesting the same in writing, a written statement of all unpaid common expenses or other assessments due from such Record Owner. The Association shall be entitled to charge a reasonable fee for the provision of the statement.

MISCELLANEOUS  
VOL. 938 PAGE 169

- 4.10. The Association shall assess common expenses (to include special assessments under Paragraph 4.5) against the Record Owners on an annual basis and said assessment shall be due and payable 30 days after the adoption of the annual budget by the Record Owners and shall be delinquent thereafter. The Board of Directors of the Association may permit the payment of the common expenses (to include special assessments under Paragraph 4.5) on an installment basis. The minimum period of payment shall be not less than monthly. In the event of the adoption of an installment payment plan, if any installment shall be more than Ten (10) days delinquent, the entire remaining balance due on the assessment shall become immediately due and payable without further notice and at that time shall be deemed to be in default, and said remaining balance due shall, from that date, accrue interest at the rate set forth in Paragraph 4.11. The Board of Directors of the Association shall take prompt action to collect any common expenses due from any Record Owner who is delinquent. Any Record Owner who fails to pay such assessment within said thirty (30) day period (other than when an installment plan is adopted) shall be considered delinquent and in default. Any Record Owner who is in default or who is delinquent, until such default or delinquency is cured, shall not be entitled to vote at meetings of the Association.
- 4.11. In the event of default or delinquency by any Record Owner in paying to the Association the common expenses assessed against him, the Record Owner shall be obligated to pay interest at a rate established by the Board of Directors from the date of default or delinquency until time of payment, and shall also be liable for all costs of collection, including reasonable attorneys fees and Court costs incurred by the Association in any proceeding brought to collect such unpaid common expenses. The Association shall have the right and duty to attempt to recover any unpaid common expenses and all expenses of collection.
- 4.12. The Association shall have the right to foreclose its lien for unpaid common expenses in accordance with the laws of the State of South Carolina pertaining to foreclosure of mortgages on real estate.
- 4.13. The lien for the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessment; provided, however, that such lien shall only apply to the assessments which have become due and payable prior to the sale of the property pursuant to an Order or Decree of Foreclosure. Such sale shall not act to relieve such property from any assessment accruing after the sales date or for any installment of a previous assessed assessment due after the sales date.

MISCELLANEOUS  
VOL 938 PAGE 170

- 4.14. In any action brought by the Association to foreclose its lien on a Lot, the Record Owner shall be required to pay reasonable rent, as determined by said Association, for the use of his Lot from the date of his default in payment of common expenses and the Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver, without surety or bond, to collect said rent. The Association, acting on behalf of all Record Owners, shall have the right to purchase such Lot at said foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same, subject, however, to applicable restrictions of record.
- 4.15. A suit to recover a money judgment for unpaid common expenses shall be maintainable by the Association without first foreclosing or waiving its lien for unpaid common expenses.
- 4.16. The Company shall not be required to pay Common Expenses on Lots and Units it owns. For so long as the Company is the Record Owner of any Lot, the Company shall have the right to establish the annual budget of the Association and shall apportion such common expenses based upon the actual number of Units constructed. All Lots and Units not owned by the Company shall pay its pro-rata share as apportioned. The Company shall fund any remaining balance due to meet budgeted expenditures. Said funding shall include the right of the Company to provide in-kind services in lieu of cash expenditures and the Company shall establish the value of such in-kind service provided.
5. COMMON PROPERTIES AND LIMITED COMMON PROPERTIES
- 5.1. The Common Properties and Limited Common Properties as defined herein and described on the Plat and the deeds to Record Owners shall, upon conveyance to the Association by the Company, be owned in common by the Record Owners of all the Lots and Units within the Property in equal shares as tenants in common. A Record Owner's interest in the Common Properties and Limited Common Properties shall and must be conveyed along with the Record Owner's Lot and Unit. Each Record Owner shall pursuant to the terms hereof own an undivided pro rata interest in the Common Properties and the Limited Common Properties, subject to exclusive easements of use for Limited Common Properties granted by the Company to Record Owners in their deed of conveyance. The Company, for so long as it shall own any Lot, Unit, parcel of Common Property or Limited Common Property or interest in the Development Property, shall have the right to convey exclusive easements of use to any parcel or parcels of Limited Common Property, provided that said exclusive easements of use shall be conveyed as an appurtenance to a Lot. Further, the Common Properties and Limited Common Properties shall consist of those delineated or described as such on the Plat.

MISCELLANEOUS  
VOL 938 PAGE 171

The only property that will be considered Limited Common Property is the property so described on the Plat

- 5.2. The Common Properties and Limited Common Properties shall remain undivided and no Record Owner shall bring any action for partition or division.
- 5.3. The undivided interest of each Record Owner in the Common Properties and Limited Common Properties shall not be separated from the Lot and Unit to which it appertains and shall be deemed conveyed or encumbered with the Lot, even though such interest is not expressly mentioned or described in the conveyance or other instrument.
- 5.4. Subject to the provisions of these covenants and the rules and regulations of the Association, every Record Owner shall have the right and easement of enjoyment in and to the Common Properties and any Limited Common Properties specifically designated in their deed of conveyance, and such easement shall be appurtenant to and shall pass with title of every Lot

**6. EASEMENT FOR COMPLETION OF THE COMMON PROPERTIES AND LIMITED COMMON PROPERTY** It is expressly agreed and understood that certain Record Owners shall acquire title to Lots and Units, and undivided interest in the Common Properties and Limited Common Properties, prior to the completion of improvements on the Properties. Accordingly, the Company hereby reserves right of unlimited use of and ingress and egress to and from all Common Properties and Limited Common Properties for the purpose of development of the Properties and for development of any other property hereinafter submitted to the Covenants.

**7. PROHIBITION AGAINST ALTERATIONS OF UNITS.**

- 7.1. No Record Owner shall make or permit to be made any alteration, to include changing the model, style or color of doors, windows of any hardware associated therewith, in the Exterior of Unit without first obtaining written permission of the Association.
- 7.2. No Record Owner shall change the exterior color or appearance of his Unit without first obtaining written consent of the Association.
- 7.3. No Record Owner shall plant any shrubbery, flowers, vegetables, grass or trees in his Lot or any Common Properties or Limited Common Properties, nor alter any Lot or any Common Properties or Limited Common Properties by adding any objects, including but not limited to statues, walkways, or decks, without first obtaining written consent of the Association.
- 7.4. The Association may delegate to a committee of the Board of Directors, which shall be composed of three people, at least one of whom shall be a member of the Board

MISCELLANEOUS  
VOL 938 PAGE 172

of Directors, authority to review and approve all proposed changes under this Paragraph 7 which require the consent of the Association.

**8. EASEMENTS**

8.1. Each Record Owner, their heirs, executors, administrators, assigns, agents, servants, invitees and members of their families, are hereby granted an easement for ingress and egress over the Common Properties for the use and enjoyment thereof, and the fact that each Record Owner of a Lot and Unit also owns an undivided interest in the Common Properties and Limited Common Properties shall not in any way imply or be interpreted to prohibit or disallow any other Record Owner from coming onto and enjoying the use of any portion of the Common Property as hereinbefore designated, subject only to the exclusive easement and use of each Record Owner in and to those certain Limited Common Properties specifically described in his deed.

8.2. The Record Owners, their heirs, executors, administrators, assigns, agents, servants, invitees, and members of their families, are hereby granted a general non-exclusive easement to park vehicles on the parking areas provided within the Common Properties; said easement right shall nevertheless be limited to any and all restrictions placed thereon by the Association. The use of the Common properties and the Limited Common properties shall be subject to the rules and regulations of the Association and the covenants contained herein.

8.3. Notwithstanding any provision contained herein in these covenants, it is expressly agreed that the above easements are perpetual and shall not be terminated upon the termination of said covenants.

**9. MISCELLANEOUS**

9.1. Each Record Owner shall care that all garbage and refuse shall be sealed in plastic garbage bags or similar containers before removal from the Unit, and deposited in such location on the Lot as to be un-offensive to other owners. The Association may, upon a majority vote of the Board of Directors, elect to have the Association contract to provide for refuse and trash pickup.

9.2. No obnoxious or offensive activities shall be carried on in the Lots or Units, nor shall anything be done thereon or therein tending to cause embarrassment, discomfort, annoyance, or nuisance to the other Record Owners. There shall not be maintained in any Lot any poultry, animals or device or thing of any sort whose normal activities or existence is in any way obnoxious, dangerous, unsightly, unpleasant, or of a nature that may diminish the enjoyment of the Common Areas or its adjacent Lots and Units.

9.3. Short term rentals of any Lot or Unit are expressly permitted. This provision of the Covenants may not be amended, nor may the right to rent or lease Lots and Units be

MISCELLANEOUS  
VOL 938 PAGE 173

limited without the consent of all Record Owners. Nothing herein shall be constructed so as to prohibit the imposition of rules and regulations by the Association relating the Common Properties and Limited Common Properties provided that such rules and regulations shall not discrimination against Record owners engaging in short term rental or their tenants.

**10. ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS AND AMENDMENTS.**

10.1. The within covenants, restrictions and affirmative obligations set forth in this document shall run with the land and shall be binding on all parties and persons claiming by or under them to include, but not limited to, the successors and assigns, if any, of Company or the Association for a period of twenty-five (25) years from the execution date of this document. All such covenants, restrictions and affirmative obligations shall be automatically extended for an unlimited number of successive periods of ten (10) years unless an instrument signed by the majority of the then Record Owners terminates said covenants.

10.2. In the event of a violation or breach of any of the covenants, restrictions, and affirmative obligations contained herein by anyone, the Record Owners, or any of them, jointly or separately, shall have the right to proceed at law or equity to seek damages or compel compliance with the terms hereof, and to prevent further violations or breaches. In addition to the foregoing, the Association shall have the same rights to proceed at law or at equity.

10.3. The invalidation by any court of any provision or portion of these covenants shall in no way effect any of the other provisions or portions, and the remaining portions hereof shall remain in full force and effect.

10.4. Any of the foregoing terms of this Declaration may be amended except where these Covenants would otherwise provide, by a vote of three-quarters (3/4) of the total membership of the Association, provided, however, the Company, its successors and assigns, retains the right, for so long as it is a Record Owner of any Lot, to amend these covenants by the filing with the Office of the RMC for Aiken County a Declaration of Amendment and by mailing copies of such Declaration of Amendment to each Record Owner at the address of the Lot. The Company shall affix an Affidavit of Mailing to the Declaration of Amendment wherein it is certified that copies of the Declaration of Amendment have been mailed in accordance with the provisions hereof.

10.5. The Company, its successors and assigns, reserves the right to assign its rights as the declarant hereunder as it, in its sole and exclusive judgment, shall deem appropriate. An assignment may be in whole or in part and may be either exclusive or non-exclusive.

MISCELLANEOUS  
VOL 938 PAGE 174

10.6. The Company does hereby declare that the provisions contained herein are rights, restrictions, conditions, and affirmative obligations, all constituting Covenants running with the land conveyed by Company by deed or other written instrument in which reference is specifically made to those Covenants.

11. **RIGHT OF FIRST REFUSAL** It is expressly declared that no Unit and Lot shall be sold by any Record Owner, other than the Company, without first offering said property to the Association in accordance with this paragraph. If any Record Owner of a Lot should receive an offer to purchase his property, it shall be offered for sale to the Association, its successors, or assigns, at the same price at which the highest bona fide offer has been made for the property and with full disclosure of the intended purchaser; and the Association shall have fifteen (15) days within which to exercise its option to purchase said property at this price. Should the Association fail or refuse, within fifteen (15) days after receipt of written notice of the price and terms of sale to exercise its option to purchase said property at the offered price and upon the offered terms. The right of first refusal as described herein shall not apply to a Lot foreclosed on by a mortgagee or deceded by an owner to a mortgaged in lieu of foreclosure of a bona fide mortgage obligation.

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

WITNESSES

Cassandra Holmes  
Mike Mang

WOODSIDE DEVELOPMENT  
LIMITED PARTNERSHIP

By: WSC Corp., its General Partner

By: [Signature]  
Its: Exec. VP and General Manager

Attest: [Signature]  
Its: via President

BY-LAWS  
OF  
COTTONWOOD CREEK  
NEIGHBORHOOD ASSOCIATION

1. **NAME** The name of the corporation shall be Cottonwood Creek Neighborhood Association, a mutual benefit corporation, organized under the South Carolina Nonprofit Corporation Act of 1994 (the "Act").
2. **PURPOSES** The purposes of the Association shall be to take all necessary action regarding:
  - 2.1. the governing, use, and maintenance of the Common Properties, Limited Common Properties, amenities, and Exterior of the Units of the property entitled Cottonwood Creek, Woodside Plantation, Aiken, Aiken County, South Carolina as shown and described on the a certain plat recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book 38 at Page 12 (the "Properties"); and
  - 2.2. the governing, use, and maintenance of such other areas within the Properties as the Board may agree to be obligated to govern, use and maintain, provided that such agreement shall be in writing and shall be approved by a vote of not less than seventy five (75%) percent of the Members at any regular or special meeting of the Corporation, provided, however, Woodside Development Limited Partnership (the "Company") has, under the Declaration (as hereinafter defined), retained the right to submit additional properties to the Declaration without further consent.
  - 2.3. enforcement of the various Declaration and restrictions of record encumbering the Properties.

The purposes set forth hereinabove, together with the provision of the Declaration and the Articles of Incorporation of the Association, shall grant the Association all powers necessary to carry out the stated purposes to include, by way of example and not by way of limitation, the power to own, acquire, build, operate, and maintain the Common Areas, Limited Common Areas, and the Exterior of the Units and any and all structures that are or may be in future located thereon; the power to fix and collect all annual and special assessments levied against the Lots, together with all late charges, penalties, interest, attorney's fees, court costs, and any other costs of collection; the power to enforce by action at law or in equity all Declaration and restriction encumbering the Common Properties, Limited Common Properties, Units, and Lots and all rules and regulations adopted by the Board of Directors; and the power to pay taxes and insurance, if any, on all properties, real and personal, of the Association. The Association, upon an affirmative vote of eighty (80%) percent of the Record Owners at a duly called meeting, shall have the power to mortgage the Common Properties. The Association, by and through the Board of Directors, shall further have the power to pledge the power of assessment contained in the Declaration and as set forth in these



MISCELLANEOUS  
VOL 938 PAGE 176

By-laws for the purpose of securing indebtedness of the Association, provided however upon the pledge of such power, the Board of Directors is limited to the extent that the pledge of such power of assessment is limited so as to provide that in no event shall the pledgee be allowed to accelerate such indebtedness wherein such acceleration will result in any increase in any assessment beyond the amount originally provided under the terms of the note evidencing such indebtedness for the retirement of the indebtedness.

3. **DECLARATION AND RESTRICTIONS** All of the terms and provisions of the Declaration of Declaration and Restrictions for Cottonwood Neighborhood, dated June \_\_\_\_, 1998 and recorded in the Office of the RMC for Aiken County, South Carolina in Deed Book \_\_\_\_ at Page \_\_\_\_ are specifically incorporated herein by reference thereto (the "Declaration").
4. **PERSONAL APPLICATION** All present or future Record Owners, tenants, or their employees, or any other person that might use the facilities owned by the Association in any manner, are subject to these By-laws and any rules and regulations promulgated pursuant to these By-laws and the Declaration. The mere acquisition or rental of any Lot (as defined in the Declaration), or the mere act of occupancy of any Lot will signify that these By-laws and the provisions of the Declaration, as they may be lawfully amended from time to time, are accepted and ratified and will be complied with.
5. **OFFICES**
  - 5.1. **PRINCIPAL OFFICE** The initial principal office of the corporation shall be located at the offices of Woodside Development Limited Partnership, 1419 Silver Bluff Road, Aiken, SC 29910. The corporation may have such other offices, either within or without the State of South Carolina ("State") as the Board of Directors may determine or the affairs of the corporation may require from time to time.
  - 5.2. **REGISTERED OFFICE** The corporation shall have and maintain in the State a registered office and an agent whose office is identical to the registered office. The registered office may be, but need not be, identical with the principal office in the State. The registered office and registered agent may be changed from time to time by the Board of Directors, provided that all times the Board of Directors shall comply with the requirements of the Act.
6. **MEMBERSHIP AND VOTING**
  - 6.1. **MEMBERSHIP** Membership in the Association shall be restricted to Record Owners and the Company and as further set out in Paragraph 3 of the Declaration.
  - 6.2. **MEMBERSHIP RIGHTS SUBJECT TO ANNUAL ASSESSMENTS** The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Record Owner and which shall become a lien upon the Lot against which such assessments are made as

MISCELLANEOUS  
VOL 938 PAGE 177

provided by Paragraph 4 of the Declaration. In the event that a Record Owner may consist of more than one individual or entity, the liability of the individuals or entities comprising the Record Owner shall be joint and several. Each of the individuals or entities comprising the Record Owner shall be entitled to contribution from all other individuals or entities comprising the Record Owner.

**6.3. SUSPENSION OF MEMBERSHIP RIGHTS** The membership rights of any Record Owner, or any individuals or entities comprising the Record Owner, whether or not they are personally obligated to pay such assessments, may be suspended, upon written instruction of the President, during the period when the assessments, or any portion thereof, to include late charges, interest, attorney's fees, court costs, or other costs of collection, remain unpaid. Upon payment of such assessments, in their entirety, their rights and privileges shall be restored. Proof of repayment shall be in the form of a receipt from the Treasurer or the designated Management Agent, if such agent has been designated. If the Board of Directors has adopted rules and regulations governing the use of Common Properties and Limited Common Properties and the conduct of any individual on the Common Properties or Limited Common Properties is violative of such rules, the President, by written instruction, a copy of which shall be delivered to such individual, may, in his discretion, suspend the rights of any such person to utilize the Common Properties for a period not to exceed Thirty (30) days. The President may issue successive suspensions if, after the expiration of any period of suspension, the person who violated such rule or regulation is engaged in a continuing violation or during the period of suspension continues such acts as constitute a violation of the rule or regulation. In no event shall the Association have the right, power or authority to suspend the membership rights of the Company.

**6.4. VOTING** All voting shall be in accordance with the provisions of the Declaration. Each Record Owner: (i) shall be a member of the Association; and, (ii) shall have an equal interest therein; and, (iii) shall be entitled to one (1) vote at all meetings of the Association. Actions of the Association shall be determined by majority vote of the Record Owners present in person or by proxy. The Company shall have voting rights in accordance with the provisions of the Declaration.

**6.5. MAJORITY OF RECORD OWNERS** As used in these By-laws the term "Majority of Record Owners" shall mean those record owners casting fifty-one (51%) percent or more of the votes at any duly called meeting.

**6.6. QUORUM** Except as otherwise provided in these By-laws, the presence in person or by proxy of a Majority of Record Owners shall constitute a quorum. If any annual meeting of the Association can not be called to order because of the failure of a quorum to be present, such meeting shall be adjourned for a period of not less than two (2) hours and upon being reconvened the required percentage interest to constitute a quorum shall be reduced to twenty five (25%) percent of the total number of Record Owners, to include the special voting right so the Company. If the meeting can still not be called to order

MISCELLANEOUS  
VOL 938 PAGE 178

because of a failure of sufficient Records Owners to present in person or by proxy, then in that instance the meeting may be adjourned for a period not less than forty eight (48) hours and thereafter reconvened. Should a quorum still not be present, in person or by proxy, those present shall constitute a quorum and business may then be conducted by a majority of those present, whether or not a majority of the Record Owners are present. After adjournment of any meeting pursuant to the provisions of the paragraph, no further notice of any reconvened meeting shall be required to be given to any Record Owner. These provisions regarding declining quorum requirements shall not apply to any special meeting, unless specifically referenced in notice from the President or in the petition or resolution calling for such special meeting

- 6.7. **PROXIES** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

**7. MEETINGS OF THE ASSOCIATION**

- 7.1. **ANNUAL MEETINGS** The annual meeting of the Association shall be held at the call of the President of the Association not less than once every year. It shall be held at a reasonably convenient time at a location in Aiken, Aiken County, South Carolina. It shall be the duty of the President to designate the date, time and place of the annual meeting no later than January 15 of each year and deliver notice of such designation to the Secretary no later than February 15 of each year. At such meetings there shall be elected by ballot of the Record Owners a Board of Directors to govern and administer the affairs of the Association. The record owners may also transact such other business of the Association as may properly come before them.

- 7.2. **SPECIAL MEETINGS** It shall be the duty of the Secretary to call a special meeting of the record owners, upon written request of the President, as directed by resolution of the Board of Directors, or upon a petition signed by a Majority of Record Owners and having been presented to the Secretary. The petition shall state on its face the subject matters to be addressed at such special meeting. A petition requesting a special meeting may be delivered to the Secretary by mailing same to the Secretary certified return receipt requested and delivery shall be deemed to occur on the date that the Secretary shall sign the return receipt, or by delivery of same to the person of the Secretary. The Secretary shall be required to schedule any special meeting requested by petition not more than ninety (90) days from the date of receipt of such petition. The notice of the special meeting shall state the time and place of the special meeting and the purpose thereof. No business may be transacted at any special meeting other than that stated in the notice unless by consent of the not less than eighty (80%) percent of the votes present at such special meeting, either in person or by proxy.

- 7.3. **NOTICE OF MEETINGS** It shall be the duty of the Secretary to mail notice of each annual meeting and special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each record owner, at least Thirty (30) days, but not more

MISCELLANEOUS  
VOL 938 PAGE 179

than ninety (90) days, before each such meeting. The deposit of the notice in the US mail, first class postage prepaid, to the address of Record Owner as shown on the books of the Association shall be considered delivery of such notice.

**7.4. ORDER OF BUSINESS** Unless stated differently in the Notice of Meeting given to Record Owners, the order of business at all Annual Meetings shall be:

- 7.4.1. Roll Call
- 7.4.2. Proof of Notice of Meeting or Waiver of Notice
- 7.4.3. Approval of minutes from prior Annual Meeting
- 7.4.4. Reports of Officers
- 7.4.5. Reports of Committees
- 7.4.6. Vote on Budget
- 7.4.7. Election of Directors
- 7.4.8. Old Business
- 7.4.9. New Business
- 7.4.10. Adjournment

The order of Business at Special meeting shall be determined by the presiding officer and shall include those items specified in the Notice of Meeting.

**8. BOARD OF DIRECTORS**

- 8.1. NUMBER AND QUALIFICATION** The affairs of the Association shall be governed by the Board of Directors. The Board of Directors shall have Three (3) members. The initial Board of Directors shall consist of those individuals named as Directors in the Articles of Incorporation. For so long as the Company is a Record Owner of any Lot, it shall be entitled to appoint a majority of the Directors, which appointees shall serve at the pleasure of the Company. The appointees of the Company shall not be required to be Record Owners. At the first Annual Meeting, the Record Owners shall elect a Director to serve a Two (2) year term. At such time as the Company shall not be a Record Owner, the Association shall at the first annual meeting held after the Company is no longer a Record Owner, elect Three (3) directors for such terms as set forth hereinafter. Each director shall be either, a Record Owner, in whole or in part; or, the lawfully married spouse of a Record Owner; or, if the Record Owner is a corporation or trust, such individual as may be named, in writing by the corporation or trust, as its representative, provided that no more than one (1) Director may be elected from any one (1) Lot. If any Director shall cease to be a Record Owner, or their spouse shall cease to be a Record Owner, or the during the term of office of designated representative of a corporation or trust such entity shall cease to be a Record owner, he shall have been deemed to have resigned his office as Director, effective upon the conveyance of his interest in his Lot. All Directors shall be natural persons.

- 8.2. VACANCIES IN BOARD OF DIRECTORS** Vacancies in the Board of Directors, other than removal of a member of the Board by vote of the Association, shall be filled by

MISCELLANEOUS  
VOL 938 PAGE 180

majority vote of the remaining directors, even if less than a quorum, and the Director so elected shall hold office until his successor is elected by the Record Owners, who may make such election at the next Annual Meeting, or at any Special Meeting called for that purpose. Provided, that if the vacancy is for a Director who had previously been appointed by the Company, the Company shall have the sole and exclusive right to appoint his replacement.

**8.3. TERM OF OFFICE** At the first Annual Meeting of the Association after the Company shall no longer be a Record Owner, One (1) Members of the Board of Directors shall be elected to serve a term of three (3) years; One (1) member of the Board of Directors shall be elected to serve a term of two (2) years; and the remaining Member of the Board of Directors shall be elected to serve a term of one (1) year. Thereafter, at each Annual Meeting, the Record Owners shall vote to elect a Director to replace the Director whose term has expired and the Director so elected shall serve for a term of three (3) years. No person shall serve for more than two (2) consecutive terms (either part of whole terms) as a member of the Board of Directors. All Members of the Board of Directors shall serve until their successors have been elected.

**8.4. REMOVAL OF MEMBERS OF THE BOARD OF DIRECTORS** At any regular or Special Meeting of the Association duly called, any one or more members of the Board of Directors may be removed with or without cause by a majority of the Record Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Member of the Board of Directors whose removal has been proposed to the Association shall be given an opportunity to be heard at such meeting prior to any vote on removal. Notwithstanding the preceding, The Directors appointed by the Company shall serve at the pleasure of the Company and may only be removed from office by the Company.

**8.5. POWERS OF THE BOARD OF DIRECTORS** The Board of Directors shall have power:

- 8.5.1. necessary for the administration of the affairs of the Association and may do all such acts and things that are not by law or these By-laws directed to be executed and done by the Association or individual members.
- 8.5.2. to call Special Meetings of the Record owners whenever it deems necessary and it shall call Special Meetings at any time upon request, as specified in Paragraph 7.2 herein; and
- 8.5.3. to appoint and remove at its pleasure, all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing herein shall be construed to prohibit the employment of any Record Owner, officer or Member of the Board of Directors in any capacity whatsoever; and.

MISCELLANEOUS  
VOL 928 PAGE 181

- 8.5.4. to establish, levy, assess and collect (to include foreclosure of liens) the assessments, special assessments, and charges referred to in Paragraphs 2 & 11; and,
  - 8.5.5. to promulgate, adopt, and publish rules and regulations and establish fines and other punishments for violations, relating to the use of Common Areas, Limited Common Areas, and facilities therein and regarding the personal conduct of persons on or utilizing the Common Areas and Limited Common Areas; and,
  - 8.5.6. to exercise for the Association all powers, duties and authorities vested in or delegated to the Association, except those reserved to the Record Owners in the Articles of Incorporation or in these By-laws or in the Declaration; and,
  - 8.5.7. in the event that any Member of the Board of Directors, other than an appointee of the Company, shall be absent from three (3) consecutive regular meetings of the Board of Directors without excuse, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of that Director vacant and proceed to elect a replacement Member; and,
  - 8.5.8. to employ a management agent at compensation established by the Board of Directors to perform such duties and services as the Board of Directors may provide; and,
  - 8.5.9. such other and further duties as may be imposed in the Articles of Incorporation and By-laws.
- 8.6. DUTIES OF THE BOARD OF DIRECTORS     The Board of Directors shall have power, in addition to those duties imposed by these By-laws, or by resolutions of the Association, as follows:
- 8.6.1. compliance with all the terms and conditions of the Declaration and the enforcement of same; and,
  - 8.6.2. care, upkeep, maintenance, repair, and surveillance of the Common Properties, Limited Common Properties and the Exterior of the Units and such other obligations as may be established by the Declaration; and,
  - 8.6.3. Collection of assessments, both regular and special and any and all other levies fixed by the Board of Directors from Record Owners and to include the licensing and foreclosure of such liens; and,
  - 8.6.4. Employment, dismissal and control of the personnel necessary to carry out the duties of the Board of Directors, to include a management agent or company; and,
  - 8.6.5. to cause to be kept a full record of all its acts and corporate affairs; and,



MISCELLANEOUS  
VOL 938 PAGE 182

8.6.6. to supervise all officers, agents and employees of the Association and to see that their duties are properly performed, to include the mailing of the minutes of the meetings of the Board of Directors to all Record Owners; and,

8.6.7. to cause to be established and kept an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Properties, Limited Properties and such other properties as the Association shall be contractually bound to keep and maintain. Said fund is to be established and maintained out of the regular assessments for common expenses, provided that during the period in which the fund is being established, special assessments may be made, if required; and,

8.6.8. such other and further powers as may be imposed in the Articles of Incorporation and By-laws.

**8.7. LIABILITY OF DIRECTORS** The members of the Board of Directors shall not be liable to the Record Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless such contracts have been made in bad faith or contrary to the provisions of the Declaration or these By-laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible and shall not be deemed self dealing for the Association to contract with the Company, or with corporations or other entities owned, controlled or affiliated with the Company. It is intended that the liability of any member of the Board of Directors arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportions of the total liability thereunder as his interest in the Common Properties and Limited Common Properties bears to the interest of all Record Owners in the Common Properties and Limited Common Properties. Every agreement made by the Board of Directors, or by any managing agent or by any management firm, as the case may be, is made in the capacity only as an agent for the Record Owners and shall have no personal liability thereunder (except as a Record Owner). Moreover, each Record Owners liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Properties and Limited Common Properties bears to the to the interests of all Record Owners in the Common Properties and Limited Common Properties.

**8.8. REGULAR MEETINGS** Regular meetings of the Board of Directors shall be held at such times and in such places as may be determined from time to time by a majority of the Board of Directors, but not less than two (2) meetings shall be held each year. One such meeting shall be held immediately after the annual meeting of the Record Owners of the Association. Notice of the meetings shall be given by the Secretary or such other designated person to each Member of the Board of Directors, either personally or by mail,

MISCELLANEOUS  
VOL 938 PAGE 183

telephone, or other electronic medium as may be reasonable at least ten (10) days prior to the day designated for such meeting.

**8.9. SPECIAL MEETINGS** Special meetings of the Board of Directors may be called by the President or the Chairperson of the Board of Directors, upon three (3) day notice, either personally or by mail, telephone, or other electronic medium as may be reasonable, which shall state the time, place and purpose of such meeting. Any Board Member may request that he be allowed to attend and participate by telephone conference. Special Meetings of the Board shall be called if requested in writing by at least two (2) members of the Board of Directors with such notice specifying the business to be conducted. The President shall determine the time and place of such meeting.

**9. ASSOCIATION OFFICERS** The Officers of the Association shall be the President, Vice President, Secretary, and Treasurer and such other officers as may be elected by the Board of Directors. All officers shall be Members of the Board of Directors. The Board of Directors shall elect all officers at the meeting of the Board of Directors immediately following the annual meeting of the Record Owners. All officers shall be elected by majority vote of the Directors and shall hold office at the pleasure of the Board of Directors. Any two offices may be held by the same person except the offices of President and Secretary.

**9.1. DUTIES OF THE PRESIDENT** The President shall preside over the meetings of the Board of Directors, shall see that the orders and resolutions of the Board of Directors are carried out and shall be empowered to sign all documents on behalf of the Board of Directors.

**9.2. DUTIES OF THE VICE-PRESIDENT** The Vice-President shall, in the absence of the President, perform all duties of the President.

**9.3. DUTIES OF THE SECRETARY** The Secretary shall record the votes and keep the minutes and records of all proceedings in a book to be kept for that purpose. The Secretary shall also keep a book of all Record Owners, setting forth their address and the interest they hold in any lot and the Common Property and Limited Common Property.

**9.4. TREASURER** The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall cause to be disbursed such funds as may be directed by the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be required for disbursement of funds in the normal course of business.

**9.5. REMOVAL OF OFFICERS** Upon majority vote of the members of the Board of Directors any officer may be removed from office and in such event, the Board of Directors, by majority vote shall name a replacement therefore to serve out the remaining term of such officer.



MISCELLANEOUS  
VOL 938 PAGE 184

**10. OBLIGATIONS OF RECORD OWNERS**

**10.1. MAINTENANCE AND REPAIR** Every Record Owner has the following obligations with respect to maintenance and repair, subject to the right and obligation of the Association to repair and maintain the Common Properties, Limited Common Properties and the Exterior of the Units:

10.1.1. To perform promptly all maintenance and repair work within his Lot and the improvements located thereon which, if omitted, would effect any portion of the Common Property, Limited Common Property or any property, real, personal or mixed, belonging to another Record Owner, and for failure to do so shall be liable as otherwise provided herein.

10.1.2. To maintain and keep in good repair all improvements located on any Lot at his expense.

10.1.3. To reimburse the Association for any expenditure incurred in repairing or replacing any Common Property or Limited Common Property damaged through the fault of any Record Owner and such reimbursement shall include any costs of collection, to include reasonable attorneys fees and court costs.

**10.2. USE OF LOTS** All Lots shall be used for residential purposes only, provided, however, this restriction shall not be interpreted to prohibit short term rental of any Lot..

**11. ASSESSMENTS**

**11.1. ADOPTION OF BUDGET AND ESTABLISHMENT OF ASSESSMENTS** The Board of Directors shall annually prepare a budget for the operation of the Association. This budget shall be presented to the Record Owners along with the Notice of the Annual Meeting. The budget shall set forth the annual assessment to be levied against each Lot for the upkeep, repair, and maintenance of the Common Properties, the Limited Common Properties, the Exterior of the Units, improvements located thereon, and any other properties that the Association may be contractually obligated to maintain and repair. The Record Owners shall vote to adopt or reject the budget at the Annual Meeting. In the event the Board of Directors proposes a Special Assessment, the total amount of the Special Assessment, the amount of the assessment on each Lot Owner, and purpose for which such special assessment is to be spent, shall be presented to the Record Owners along with the Notice of Annual Meeting, provided, that a special assessment may be proposed and thereafter voted on at any meeting of the Record owners duly convened and for which notice of the purpose of such meeting has been given.

**11.2. DELINQUENT ASSESSMENTS** All assessments shall be due and payable in accordance with the schedule of payments adopted as part of each annual budget and/or special assessment. In the event that the Board of Directors shall have adopted a payment

VOL 938 PAGE 185

schedule wherein it has allowed the annual assessment to paid in installments, and a Record Owner allows any installment to become delinquent for more than thirty (30) days, the Board of Directors may accelerate all balances due and require any outstanding balances be paid immediately. In the event that any Record owner is delinquent for more than fifteen (15) days past the due date of any payment due, all such sums due shall bear interest, compounded monthly, at a rate established by the Board of Directors at the annual meeting of the Board of Directors held directly after the Annual Meeting of the Record Owners. Additionally, each such delinquent payment shall be subject to a late charge in accordance with a schedule of late charges established by the Board of Directors at the annual meeting of the Board of Directors held directly after the Annual Meeting of the Record Owners. In the event that any account is turned over to a third party or attorney for the purpose of collection of any delinquent assessment, late charge, or interest, the Record Owner shall be responsible for all costs of collection, to include attorney's fees, court costs, receiver's fees, the cost of documentary evidence, any other costs reasonably related to the collection of the outstanding monies. These costs of collection shall also constitute a lien against the Lot and shall be subject to foreclosure. The Board of Directors may take such action as it deems necessary to collect the delinquent assessment by an action at law against the Record owner personally or by foreclosing said lien, and may settle or compromise the same if deemed in its best interest. The Association shall be entitled to bid at any judicial sale held pursuant to a suit to foreclose any lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien being enforced. Upon commencement of any foreclosure action, the Association shall be entitled to the appointment of a receiver for the Lot and the Record owner shall be required to pay reasonable rental for the Lot to such receiver.

- 11.3. **APPLICATION OF SURPLUS** Any payments or receipts to the Association, whether from Record owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be kept by the Association and applied against the Association's expenses in the future.
- 11.4. **MORTGAGE OF COMMON PROPERTY** The Association, upon an affirmative vote of not less eighty (80%) percent of the Record Owners at a duly called meeting, shall have the power to mortgage the Common Properties.
12. **PLEDGE OF POWER OF ASSESSMENT** The Association, by and through the Board of Directors, shall further have the power to pledge the power of assessment contained in the Declaration and as set forth in these By-laws for the purpose of securing indebtedness of the Association, provided however upon the pledge of such power, the Board of Directors is limited to the extent that the pledge of such power of assessment is limited so as to provide that in no event shall the pledgee be allowed to accelerate such indebtedness wherein such acceleration will result in any increase in any assessment beyond the amount originally provided under the terms of the note evidencing such indebtedness for the retirement of the indebtedness.
13. **AMENDMENT OF BY-LAWS** These By-laws, with the exception of Paragraphs 2 and 3,

MISCELLANEOUS  
VOL 938 PAGE 186

may repealed, altered, or amended as follows: (i) Any proposed Amendment shall be submitted to the Board of Directors and shall be subjected to a vote of the Board of Directors regarding the recommendation of the Board regarding its adoption, then, (ii) In the event the amendment has received unanimous support from the Board of Directors, then in that event, the amendment shall be adopted in the event that it shall receive a majority vote of the Record Owners present at an Annual Meeting or any Special Meeting; or, (iii) in the event the amendment has not received unanimous support of the Board of Directors, then in that event, the amendment shall be adopted in the event it shall receive an affirmative vote of not less than Sixty Six (66%) percent of all Record Owners at an Annual Meeting or any Special Meeting. Any proposed amendment shall be mailed to every Record Owner not less than Thirty (30) days before the meeting of the Records Owners during which the amendment shall be voted upon..

14. ESTABLISHMENT OF RULES AND REGULATIONS FOR COMMON AND LIMITED COMMON PROPERTIES The Board of Directors may from time to time adopt, amend, or repeal rules and regulations regarding the use of the Common Property. A copy of any rules and regulations, other than those contained hereinafter, shall be distributed to each Record Owner and posted in at least one (1) conspicuous location within the Common Property within thirty (30) days of being adopted or amended.

14.1. CONFLICT In the event of any conflict between the Rules and Regulations adopted by the Board of Directors and these By-laws or the Declaration, the latter shall prevail.

14.2. COMPLIANCE All Record Owners, their guests and tenants must, at all times, comply with the Rules and Regulations adopted by the Board of Directors. Should any person fail to comply therewith, then such person may be fined in accordance with a schedule of fines adopted by the Board of Directors as part of the Rules and Regulations and such fine shall be in addition to any other legal or equitable remedy available to the Association.

15. CONFLICT In the event of any conflict between the provisions of these By laws and Declaration, the latter shall prevail.

Howard McHickey, Jr.  
P.O. Box 1116  
Aiken, SC 29802

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9-16-98 c 1100th.  
RECORDED  
Judith V. Warner  
R.M.C. AIKEN COUNTY



10  
MISCELLANEOUS  
VOL 948 PAGE 13

STATE OF SOUTH CAROLINA ) AMENDMENT TO THIRTEENTH AMENDMENT/  
COUNTY OF AIKEN ) SUPPLEMENTARY DECLARATION TO THE  
COVENANTS AND RESTRICTIONS OF  
WOODSIDE PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF AIKEN, INC.

WHEREAS, it appears desirous and necessary to correct inconsistencies and inaccuracies in the Thirteenth Amendment/Supplementary Declaration to the Covenants, which is recorded in Misc. Book 938, Page 158, and Restrictions of Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken, Inc., recorded in Misc. Book 451, Page 93 ("Thirteenth Amendment");

NOW, THEREFORE, said Thirteenth Amendment is hereby revised as follows:

1. Delete Exhibit "A" and substitute in lieu thereof, the following:

All that certain piece, parcel or tract of land, situate, lying and being in Aiken County, South Carolina, containing 17.44 acres, as shown on that certain plat entitled "A Plat of Tract "C", 17.44 Acres, Property Located in the City of Aiken, Aiken County, South Carolina" prepared by Thomas M. Graham, SCRLS No. 5380-B, dated December 15, 1997 and recorded in the office of the RMC for Aiken County, South Carolina in Plat Book 37, Page 167. For a more complete description of the metes, bounds and courses and distances of said property, reference to said plat of record may be had.

This being a portion of the same property conveyed to Woodside Development Limited Partnership by that certain Deed recorded in the Office of the RMC for Aiken County, South Carolina in Deed Book 1739, Page 53.

The subject property includes 6.20 acres, consisting of Section 1 of Cottonwood Creek, Woodside Plantation, Phase 2, Section 16-"A", as more fully shown by reference to plat of same, prepared for Woodside Development Limited Partnership by Southern Partners, Inc., last revised on 6/22/98 and recorded in Plat Book 38, Page 12, Office of the RMC for Aiken County, South Carolina.

Portion of Tax Parcel #: 00-159-0-01-034.

2. Delete first "WHEREAS" on Page 1, Exhibit "B", and substitute in lieu thereof, the following:

WHEREAS, Company is the owner of the properties described in Paragraph 1 of this Declaration and desires to create thereon a planned neighborhood, consisting of approximately twenty (20) residential duplexes, each containing two (2) single family dwelling Units, separated from each other by a Party Wall and covered by a Party Roof; and, additionally, six (6) detached single family dwelling Units, with open spaces and Common Properties and Limited Common Properties for the benefit of said neighborhood; and

3. Delete Sec. 1.2 on Page 2, Exhibit "B", and substitute in lieu thereof, the following:

1.2 "Plat" shall refer to that plat of the properties entitled "RECORD PLAT OF COTTONWOOD CREEK (SECTION 1), WOODSIDE PLANTATION, PHASE 2, SECTION 16-"A", prepared for Woodside Development Limited Partnership by Southern Partners, Inc., last revised June 22, 1998, and recorded in Plat Book 38, Page 12, Office of the RMC for Aiken County, South Carolina, said plat being incorporated herein by reference. In addition, "Plat" shall also refer to any subsequently recorded plat of any additional section or sections of Cottonwood Creek in Woodside Plantation embraced by the remainder of the property described in Exhibit "A" of the Thirteenth Amendment, which section or sections shall be deemed to have been submitted to this Thirteenth Amendment and the Woodside Declaration of Covenants without the necessity of further recorded documentation other than the plat itself.

4. Delete Sec. 2.2 on Page 4, Exhibit "B", and substitute in lieu thereof, the following:

2.2 The Units to be constructed on the Lots shall consist of approximately forty (40) single family dwelling Units built on approximately twenty (20) residential duplex Lots, with each duplex Unit separated from each other by a Party Wall and covered by a Party Roof, and six (6) detached single family dwelling Units constructed on single, detached Lots.

5. Delete Sec. 2.4 on Page 4, Exhibit "B", and substitute in lieu thereof, the following:

2.4 The Lot and its accompanying undivided and inseparable interest in the Common Properties and Limited Common Properties must be conveyed and/or encumbered together.

6. Delete Sec. 3.3 on Page 6, Exhibit "B", and substitute in lieu thereof, the following:

3.3 The governing of the Association shall be in accordance with the By-Laws of the Association attached to this Supplementary Declaration as Exhibit "C".

7. Delete Sec. 11 on Page 13, Exhibit "B".
8. This Amendment to Thirteenth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.
9. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.
10. This Amendment to Thirteenth Amendment/Supplementary Declaration is executed this 19<sup>th</sup> day of November, 1998.

Woodside Development Limited  
Partnership

By: WSC Corp.,  
Its General Partner

By: L. Warren  
Lewis Warren  
Its: VP + General Manager

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me Howard M. Hickley Jr.  
and made oath that s/he saw the within named Woodside Development  
Limited Partnership, by WSC Corp., its General Partner, by Lewis  
Warren, its VP, sign seal and as its act  
and deed deliver the within-written AMENDMENT TO THIRTEENTH  
AMENDMENT/SUPPLEMENTARY DECLARATION TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE PLANTATION OWNERS' ASSOCIATION, INC. AND  
WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. and that s/he with  
witnessed the execution thereof.

SWORN to and subscribed before  
me this 19th day of November,  
1998.

Rebecca Jean Machal  
Notary Public for South Carolina  
My Commission Expires:



STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

SECOND AMENDMENT TO  
THIRTEENTH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC., AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.

WHEREAS, the Thirteenth Amendment/Supplementary Declaration to the Woodside Plantation Declaration of Covenants and Restrictions was recorded in Misc. Book 938, at page 158, records of Aiken County, South Carolina ("Thirteenth Amendment"); and

WHEREAS, Amendment to Thirteenth Amendment was recorded in Misc. Book 948, at page 13, said County records ("Amendment to Thirteenth Amendment"); and

WHEREAS, It is now deemed appropriate to re-write the aforementioned two instruments by combining them into one text, and further, to amend in certain minor respects Exhibits "B" and "C" thereto by re-writing them in their entirety,

NOW, THEREFORE, Thirteenth Amendment, Amendment to Thirteenth Amendment and Exhibits "B" and "C" thereto are hereby revised, re-written, and, as such, joined into one document, as follows:

WHEREAS, Woodside Development Company of Aiken, Inc. (the "Company") and Woodside Plantation Property Owners' Association, Inc. ("WPPOA") did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Registrar of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 451, at page 93, et. seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the Thirteenth such addition to the Declaration; and

WHEREAS, pursuant to the provisions of Part One, Article II, Section 2 of said Declaration, Woodside Development Limited Partnership ("WDLP"), successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration of Covenants and Restrictions with respect

to additional properties which shall then extend the operation and effect of the Covenants and Restrictions of the declaration to such additional properties and after the filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, pursuant to Part One, Article II, Section 2(d) of said Declaration, WDLP desires to establish an additional neighborhood association for the property described herein in Exhibit "A" for the purposes set forth in the Declaration. This association has been established pursuant to South Carolina law, is known as Cottonwood Creek Neighborhood Association, and is governed by the By-laws as set forth in Exhibit "C" of this Amendment/Supplementary Declaration; and

WHEREAS, WDLP also desires to establish additional covenants and restrictions for the property described in Exhibit "A" by filing the Amended Declaration of Covenants and Restrictions for Cottonwood Creek Neighborhood as Exhibit "B" hereto.

NOW, THEREFORE, the undersigned Woodside Development Limited Partnership, by WSC Corp., its general partner, by its duly elected Vice-President does hereby state and provide as follows:

1. That the WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.
2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Second Amendment to Thirteenth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, and the operation and effect of the Covenants and Restrictions of the Declaration shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration, and the same property shall be further subject to the additional Covenants set forth in Exhibit "B" and governed pursuant to the By-laws set forth in Exhibit "C".
3. This Second Amendment to Thirteenth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.
4. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

5. This Second Amendment to Thirteenth Amendment/Supplementary Declaration is executed this 15<sup>th</sup> day of April, 2003.

Witnesses:

Woodside Development Limited Partnership  
By: WSC Corp, general partner

By: W. Kent Baldwin

W. Kent Baldwin  
Its: Vice-President

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF AIKEN )

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Woodside Development Limited Partnership, by WSC Corp., general partner, by W. Kent Baldwin, its Vice-President, sign, seal and, as its act and deed, deliver the within-written SECOND AMENDMENT TO THIRTEENTH AMENDMENT/ SUPPLEMENTARY DECLARATION and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 15<sup>th</sup> day of April, 2003.

Diana M. Peters

Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

My Commission Expires  
September 17, 2012

EXHIBIT "A"

ALL that certain piece, parcel or tract of land, situate, lying and being in Aiken County, South Carolina, containing 17.44 acres, as shown on that certain plat entitled "A Plat of Tract "C", 17.44 Acres, Property Located in the City of Aiken, Aiken County, South Carolina" prepared by Thomas M. Graham, SCRLS No. 5380-B, dated December 15, 1997, and recorded in the Office of the R.M.C. for Aiken County, South Carolina, in Plat Book 37, at page 167. For a more complete description of the metes, bounds and courses and distances of said property, reference to said plat of record may be had.

Being the same property conveyed to Woodside Development Limited Partnership by that certain deed recorded in the Office of the R.M.C. for Aiken County, South Carolina, in Deed Book 1739, at page 53.

The subject property includes 6.20 acres, consisting of Section 1 of Cottonwood Creek, Woodside Plantation, Phase 2, Section 16-"A", as more fully shown by reference to plat of same, prepared for Woodside Development Limited Partnership by Southern Partners, Inc., last revised June 22, 1998, and recorded in Plat Book 38, at page 12, in the Office of the R.M.C. for Aiken County, South Carolina.



STATE OF SOUTH CAROLINA ) AMENDED DECLARATION  
COUNTY OF AIKEN ) OF COVENANTS AND RESTRICTIONS  
FOR COTTONWOOD CREEK  
NEIGHBORHOOD

THIS AMENDED DECLARATION, made this 15<sup>th</sup> day of April, 2003, by Woodside Development Limited Partnership, a South Carolina limited partnership, with its principal place of business at Woodside Plantation, Aiken, South Carolina, hereinafter called "Company".

WITNESSETH

WHEREAS, Company is the owner of the properties described in Section 1 of this Declaration and desires to create thereon a planned neighborhood, known as Cottonwood Creek, consisting of approximately twenty (20) residential duplexes, each containing two (2) single-family dwelling Units, separated from each other by a Party Wall and covered by a Party Roof; and, additionally, six (6) detached single family dwelling units, with open spaces and Common Properties and Limited Common Properties for the benefit of said Cottonwood Creek neighborhood; and

WHEREAS, Company desires to provide for the preservation of the values and amenities in said neighborhood and for the maintenance of open spaces and Common Properties and Limited Common Properties; and, to this end, desires to subject the properties described in Section 1 to the Covenants, Restrictions, Easements, Affirmative Obligations, Charges and Liens hereinafter set forth (the "Covenants"), each and all of which is and are hereby declared to be for the benefit of said property and each and every Record Owner of any and all parts thereof; and

WHEREAS, Company has deemed it desirable, for the efficient preservation of the values and amenities in said neighborhood, to create an agency to which shall be delegated and assigned the power and authority of maintaining and administering and enforcing the Covenants and Restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created;

NOW, THEREFORE, the Company declares that the properties described in Section 1 are and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the Covenants, Restrictions, Conditions, Easements, Charges, Assessments, Affirmative Obligations and Liens hereinafter set forth:

**1. DEFINITIONS.**

- 1.1 "Association" shall mean and refer to the Cottonwood Creek Neighborhood Association.
- 1.2 "Plat" shall refer to that plat of the properties entitled "RECORD PLAT OF COTTONWOOD CREEK (SECTION 1), WOODSIDE PLANTATION, PHASE 2, SECTION 16-A, prepared for Woodside Development Limited Partnership by Southern Partners, Inc., last revised June 22, 1998, and recorded in Plat Book 38, at page 12, Office of the R.M.C. for Aiken County, South Carolina, said plat being incorporated herein by reference. In addition, "Plat" shall also refer to any subsequently recorded plat of any additional section or sections of Cottonwood Creek in Woodside Plantation embraced by the remainder of the property described in Exhibit "A" of the Second Amendment to Thirteenth Amendment, which section or sections shall be deemed to have been submitted to this Second Amendment to Thirteenth Amendment and the Woodside Declaration of Covenants without the necessity of further recorded documentation other than the plat itself.
- 1.3 The "Properties" shall mean and refer to all the existing property more clearly described on the Plat.
- 1.4 "Common Properties" and "Common Areas" shall mean the land between and surrounding Lots, and owned in equal undivided interests by the Record Owners as tenants-in-common, as hereinafter described and defined as Common Area or Common Properties on the Plat.
- 1.5 "Limited Common Property" or "Limited Common Area" means those Common Properties which are designated on the Plat as Limited Common Area or Limited Common Properties and for which Record Owners are granted the exclusive use to the exclusion of other Units, as may be designated in each Record Owner's deed of conveyance and hereinafter described and defined as Limited Common Area or Limited Common Properties on the Plat. Limited Common Areas may be subject to easements of use, providing that more than one Record Owner may be entitled to the use of the Limited Common Area. All easements of use shall be referenced in and incorporated in the Record Owner's deed of conveyance.
- 1.6 "Development Area" shall mean that portion of the Properties upon which Units are constructed, subject to individual ownership in fee

simple, and the Limited Common Areas and Common Areas, as shown on the "Plat".

- 1.7 "Lot" shall mean and refer to any improved or unimproved parcel of land intended for the construction of a single-family dwelling as shown on the Plat, with the exception of Common Properties and Limited Common Properties, as heretofore defined. It constitutes the area capable of individual ownership by the Record Owner of each Lot, and it is the area in which no fee ownership rights are present in any other person except the Record Owner of said Lot, and it is an area capable of hypothecation or conveyance by said Record Owner in accordance with the terms hereof and in accordance with the laws of the State of South Carolina.
- 1.8 "Record Owner" means the owner, whether one or more persons, whether artificial or natural, of the fee simple title in and to any Lot within the Development Area, excluding however, those persons having such interest merely as security for the performance of an obligation.
- 1.9 "Cottonwood Creek Neighborhood Association" shall mean an association of all Record Owners of individual Lots within the Development Area.
- 1.10 "Common Expenses" means and includes (a) all expenses incident to the administration, maintenance, repair and replacement of the Common Areas and Limited Common Areas; (b) expenses determined by the Association to be common expenses and which are lawfully assessed against the individual Lot owner; (c) costs of electricity for sprinkler controls, costs for water service and other similar type services for the Common Areas and Limited Common Areas; (d) taxes and insurance on the Common Areas and Limited Common Areas; (e) ground maintenance cost for the Common Properties and Limited Common Properties, including cost of upkeep and expense for any and all future recreational facilities or common amenities (i.e., gazebos, picnic areas, etc.); (f) a management fee, if any, for the administration of the Association; and (g) any special assessments for capital improvements, as hereinafter described.
- 1.11 "Assessment" means the share of the Common Expenses of a Record Owner, assessed against said Record Owner and his individual Lot, from time to time, by the Association, in the manner hereinafter provided.

- 1.12 "Party Wall" shall mean a wall built partly on the land of one Record Owner and partly on the land of another Record Owner for the common benefit of both in supporting construction of contiguous buildings and shall be given the general meaning and legal rights, responsibilities, and definitions as established by the laws of the State of South Carolina. The fact that said Party Wall may be by error or design located solely on the land of one owner shall not be conclusive evidence that said wall is not intended to be a Party Wall as herein defined.
- 1.13 "Party Roof" is a single roof Unit built partly over the dwelling Unit of one Record Owner and partly over the dwelling Unit of another Record Owner for the covering of a detached or attached building, each dwelling Unit being capable of separate ownership and each of which shall be given the general definition or meaning or responsibility or rights as established by the laws of the State of South Carolina.
- 1.14 "Unit" shall mean and refer to any building situated on a Lot intended for use and occupancy by a single family.
- 1.15 "Exterior of Units" shall mean and refer to that portion of a Unit as shall be exposed to the weather or elements, to include, but not be limited to, the following: siding, facia, roofs, shingles, flashings, chimneys, exterior trim, mechanical systems (such as heating, air conditioning, electrical, gas, plumbing (to include all piping and ductwork associated therewith)), exterior doors and windows (to include sill, frames, locksets, hardware and glass).

2. PURPOSE IN GENERAL.

- 2.1 The Company intends to convey out of the Development Area Lots with an accompanying undivided and inseparable interest in all of the Common Properties and Limited Common Properties to individual Record Owners. Each Record Owner shall acquire fee simple absolute title to the respective Lot designated in its deed of conveyance and a pro rata undivided, inseparable interest in all Common Properties and an undivided interest in all Limited Common Properties, as more clearly shown on the Plat. The Common Areas and Limited Common Areas shall be owned in common by the Record Owners of all Lots within the Development Areas, and each Record Owner's interest therein shall and must be conveyed along with the Record Owner's interest in a Lot. Each Record Owner shall be conveyed and own an undivided pro rata interest in the Common and Limited Common Area as a tenant-in-



common with all other Record Owners within the Development Area.

- 2.2 The Units to be constructed on the Lots shall consist of approximately forty (40) single family dwelling Units built on approximately twenty (20) residential duplex Lots, with each duplex Unit separated from each other by a Party Wall and covered by a Party Roof, and six (6) detached single family dwelling Units constructed on single, detached Lots.
- 2.3 The undivided ownership interest of each Record Owner in the Common Properties and Limited Common Properties shall be governed, controlled and maintained by the Association, as hereinafter described.
- 2.4 The Lot and its accompanying undivided and inseparable interest in the Common Properties and Limited Common Properties must be conveyed and/or encumbered together.
- 2.5 It shall be the responsibility of each Record Owner to maintain and keep in good repair his Lot and Unit, including the Exterior of the Unit. In the event the Record Owner does not maintain and keep in good repair and condition his Lot and Unit, the Association shall have the right to order any unsightly, dangerous or unkempt condition to be corrected within ten (10) days from the date of written notice to the Record Owner thereof responsible for said condition. Should the required action not be taken by said Record Owner within the ten (10) day period described above, the Association may, at said Record Owner's sufferance, enter upon any individual Lot and/or Unit and correct the unsightly, unkempt, poorly maintained or unrepaired condition, and shall then have the right to charge the offending Record Owner for the actual cost of correcting said condition. The Association shall have the additional right to add to the amount so expended, interest at the rate of interest charged on delinquent assessments from the date of demand for payment until time of payment, including the right to recover all costs of collection, including reasonable attorneys' fees and court costs, and such amounts shall be a lien upon the offending Record Owner's Lot and collectible in accordance with the provisions of this Amended Declaration. The lien for such monies expended and the interest accruing thereon shall be subordinate to any prior attaching mortgage lien.
- 2.6 The Company shall be responsible for the initial construction and installation of the improvements upon the Limited Common

Properties. The Company shall further be responsible for the initial landscaping and installation of irrigation, retaining walls and other improvements upon the Common Properties as may be deemed appropriate.

- 2.7 The Association shall be responsible for the upkeep, care, repair and maintenance of the Common Properties and Limited Common Properties.

3. COTTONWOOD CREEK NEIGHBORHOOD ASSOCIATION.

- 3.1 The Association shall consist of all Record Owners and shall be incorporated as a South Carolina Not-For-Profit Corporation unless otherwise directed by a vote of Seventy Five percent (75%) of the Record Owners. Each Record Owner shall be a member of said Association, shall have an equal interest therein, and shall be entitled to one (1) vote at said organization meeting and at all other meetings. Upon the conveyance of a Lot and Unit, the grantor's membership shall cease as of the time of said conveyance, and the grantee thereof shall then become a member of the Association by virtue of his ownership of such Lot and Unit.
- 3.2 So long as the Company shall own any Lot or Unit it shall be entitled to voting membership in the Association as follows: The Company shall be entitled to the same number of votes as held by the Record Owners plus one (1). This provision, without further reference herein, shall be self-operative and its applicability shall be determined by reference to the applicable property records of Aiken County, South Carolina.
- 3.3 The governing of the Association shall be in accordance with the By-laws of the Association attached to Second Amendment to the Thirteenth Amendment/Supplementary Declaration as Exhibit "C".
- 3.4 The purpose of the Association is to take all necessary action regarding the governing, maintenance and repair of the Common Properties and Limited Common Properties and to use its best reasonable efforts to assure that no unsightly, dangerous, bad repair or other unkempt conditions exist. Further, the Association shall have the power to order the Record Owners to keep in good repair and maintenance their Lots and Units, and, in the event of their failure to do so, to take such action as authorized herein.
- 3.5 The Association shall be given, and it hereby reserves, the unfettered right and easement to come upon any individual Lot and Common Properties and Limited Common Properties for the

correction of any unsightly, unkempt, unrepaired or dangerous condition and such entry shall not be deemed a trespass. The Association will provide written notice by hand-delivery or certified mail, return receipt requested, as practicable, providing ten (10) days' notice to a Record Owner, commencing upon the receipt of the notice by such Record Owner, of the Association's intention to come upon any Lot or Unit and/or the Limited Common Properties appurtenant thereto for the purposes set forth herein.

- 3.6 The Association shall have the right to contract for all types of insurance for the Common Properties and Limited Common Properties, as may be deemed appropriate and to serve as Trustee under any insurance trust established for the purpose of holding and disbursing insurance proceeds as the Association may direct.

4. DETERMINATION OF COMMON EXPENSES AND ASSESSMENTS.

- 4.1 The Association shall, from time to time, and at least annually, prepare a budget for said Association, and determine the amount of the assessments payable by the Record Owners to meet the current expenses of said Association. The Association shall not, after the establishment of the initial assessments, cause the amount of the assessments to increase by more than five percent (5%) over the previous year's assessments for the next three (3) years of assessments.
- 4.2 The Association shall advise all Record Owners annually, in writing, of the amount of common expenses payable by each of them, respectively, as determined by the budget of such Association, as aforesaid, and shall furnish copies of such budget to all Record Owners. The common expenses so assessed against the Record Owner shall be a lien on said Record Owner's individual Lot but subordinate to any prior attaching mortgage lien. Upon approval of the budget it will be divided by the number of Units and unimproved Lots, if any, to determine the assessment payable by each Record Owner to the Association.
- 4.3 All Record Owners shall be obligated to pay the common expenses assessed by the Association monthly or at such other time or times as said Association may determine, and said expenses shall constitute a lien on the Lots. Said Association may authorize common expenses to be collected by a managing agent and designate such other duties to the managing agent as deemed desirable.

- 4.4 The Association shall, as part of the annual budget, establish and maintain reserve accounts for the purpose of funding major maintenance, repair or replacement of the capital improvements located on or within the Common Areas and Limited Common Areas.
- 4.5 In addition to the annual assessments authorized above to be paid upon the direction of the Association, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area and Limited Common Area, including fixtures and personal property related thereto, if any; provided, any such assessment shall have the assent of two-thirds (2/3) of the votes of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.
- 4.6 No Record Owner may exempt himself from liability for his contribution for the common expenses by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot.
- 4.7 No Record Owner shall be liable for the payment of any part of the common expenses assessed subsequent to a sale, transfer or other conveyance of his Lot and Unit.
- 4.8 A purchaser or grantee of a Lot shall be jointly and severally liable with the seller thereof for the payment of common expenses assessed against said Lot prior to the acquisition or conveyance of said Lot, without prejudice to the purchaser's or grantee's right to recover from the seller the amounts paid by the purchaser or grantee thereof. The purchaser's or seller's liability for common expenses assessed prior to the acquisition or conveyance of such Lot shall not be in excess of the amount set forth in a statement provided under Subsection 4.9 herein. A mortgagee of a Lot at a foreclosure sale of such Lot or acquiring said Lot by deed in lieu of foreclosure shall not be liable for, and such Lot shall not be subject to, a lien for the payment of common expenses or special assessments assessed prior to the date of the foreclosure sale or the date of the conveyance of the Lot to the mortgagee in lieu of foreclosure. Such unpaid common expenses shall then be deemed to be common expenses collectible as the Association considers appropriate.
- 4.9 The Association shall promptly provide any Record Owner or grantee or prospective grantee or purchaser ( or any attorney or



agent thereof), so requesting the same, a written statement of all unpaid common expenses or other assessments due from such Record Owner. The Association shall be entitled to charge a reasonable fee for providing the statement.

- 4.10 The Association shall assess common expenses (to include special assessments under Subsection 4.5) against the Record Owners on an annual basis and said assessments shall be due and payable 30 days after the adoption of the annual budget by the Record Owners and shall be delinquent thereafter. The Board of Directors of the Association may permit the payment of common expenses (to include special assessments under Subsection 4.5) on an installment basis. The minimum period of payment shall not be more frequent than monthly. In the event of the adoption of any installment payment plan, if any installment shall be more than ten (10) days delinquent, the entire remaining balance due on the assessment shall become immediately due and payable without further notice and at that time shall be deemed to be in default, and said remaining balance due shall, from that date, accrue interest at the rate set forth in Subsection 4.11. The Board of Directors of the Association shall take prompt action to collect any common expenses due from any Record Owner who is delinquent. Any Record Owner who fails to pay such assessment within said thirty (30) day period or ten (10) day period, whichever is applicable, shall be considered delinquent and in default. Any Record Owner who is delinquent and in default, until such default and delinquency is cured, shall not be entitled to vote at meetings of the Association.
- 4.11 In the event of delinquency and default by any Record Owner in paying the Association the common expenses assessed against him, the Record Owner shall be obligated to pay interest at a rate established by the Board of Directors of the Association from the date of delinquency and default until time of payment, and shall also be liable for any costs of collection, including reasonable attorneys' fees and court costs incurred by the Association in any proceeding brought to collect such unpaid common expenses. The Association shall have the right and duty to attempt to recover any unpaid common expenses and all expenses of collection.
- 4.12 The Association shall have the right to foreclose its lien for unpaid common expenses in accordance with the laws of the State of South Carolina pertaining to foreclosure of mortgages on real estate.
- 4.13 The lien for the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or

hereinafter placed upon the properties subject to assessment; provided, however, that such lien shall only apply to the assessments which have become due and payable prior to the sale of the property pursuant to an Order or Decree of Foreclosure. Such sale shall not act to relieve such property from any assessment accruing after the sales date or for any installment of a previously assessed assessment due after the sales date.

- 4.14 In any action brought by the Association to foreclose its lien on a Lot, the Record Owner shall be required to pay reasonable rent, as determined by the Association, for the use of his Lot from the date of his default in payment of common expenses, and the Plaintiff (Association) in such foreclosure action shall be entitled to the appointment of a receiver, without surety or bond, to collect said rent. The Association, acting on behalf of all Record Owners, shall have the right to purchase such Lot at said foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same, subject, however, to applicable restrictions of record.
- 4.15 A suit to recover a money judgment for unpaid common expenses shall be maintainable by the Association without first foreclosing or waiving its lien for unpaid common expenses.
- 4.16 The Company shall not be required to pay common expenses on Lots and Units it owns. For so long as the Company is the Record Owner of any Lot, the Company shall have the right to establish the annual budget of the Association and shall apportion such common expenses based upon the actual number of Units constructed. All Lots and Units not owned by the Company shall pay their respective pro-rata shares as apportioned. The Company shall fund any remaining balance due to meet budgeted expenditures. Said funding shall include the right of the Company to provide in-kind services in lieu of cash expenditures and the Company shall establish the value of such in-kind services provided.

5. COMMON PROPERTIES AND LIMITED COMMON PROPERTIES.

- 5.1 The Common Properties and Limited Common Properties as defined herein and described on the Plat and the deeds to Record Owners shall, upon conveyance to the Association by the Company, be owned in common by the Record Owners of all the Lots and Units within the Property in equal shares as tenants in common. A Record Owner's interest in the Common Properties and Limited Common Properties shall and must be conveyed along with the Record Owner's Lot and Unit. Each Record Owner shall,

pursuant to the terms hereof, own an undivided pro rata interest in the Common Properties and the Limited Common Properties, subject to exclusive easements of use for Limited Common Properties granted by the Company to Record Owners in their deed of conveyance. The Company, for so long as it shall own any Lot, Unit, parcel of Common Property or Limited Common Property or interest in the Development Property, shall have the right to convey exclusive easements of use to any parcel or parcels of Limited Common Property; provided, that said exclusive easements of use shall be conveyed as an appurtenance to a Lot. Further, the Common Properties and Limited Common Properties shall consist of those delineated or described as such on the Plat. The only property that will be considered Limited Common Property is the property so described on the Plat.

- 5.2 The Common Properties and Limited Common Properties shall remain undivided and no Record Owner shall bring any action for partition or division.
  - 5.3 The undivided interest of each Record Owner in the Common Properties and Limited Common Properties shall not be separated from the Lot and Unit to which it appertains and shall be deemed conveyed or encumbered with the Lot, even though such interest is not expressly mentioned or described in the conveyance or other instrument.
  - 5.4 Subject to the provisions of these covenants and the rules and regulations of the Association, every Record Owner shall have the right and easement of enjoyment in and to the Common Properties and any Limited Common Properties specifically designated in their deed of conveyance, and such easement shall be appurtenant to and shall pass with title of every Lot; provided, however, that such enjoyment does not create unsightly conditions or constitute offensive behavior.
6. EASEMENT FOR COMPLETION OF THE COMMON PROPERTIES AND LIMITED COMMON PROPERTIES. It is expressly agreed and understood that certain Record Owners shall acquire title to Lots and Units and an undivided interest in the Common Properties and Limited Common Properties prior the completion of improvements on the Properties. Accordingly, the Company hereby reserves the right of unlimited use of and ingress and egress to and from all Common Properties and Limited Common Properties for the purpose of development of the Properties and for development of any other property hereinafter submitted to the Covenants.

7. PROHIBITION AGAINST ALTERATIONS OF UNITS.

- 7.1 No Record Owner shall make or permit to be made any alteration, including changing the model, style or color of doors, windows or any hardware associated therewith, to the Exterior of a Unit without first obtaining written permission of the Association.
- 7.2 No Record Owner shall change the exterior color or appearance of his Unit without first obtaining written consent of the Association.
- 7.3 No Record Owner shall plant any shrubbery, flowers, vegetables, grass or trees on his Lot or on any Common Properties or Limited Common Properties, nor alter any Lot or any Common Properties or Limited Common Properties by adding any objects, including, but not limited to, statues, walkways or decks, without first obtaining written consent of the Association. Record Owners shall have the right to place potted plants upon the Limited Common Properties appurtenant to their respective Units and upon that portion of the Common Properties within an area of reasonable proximity to their respective Units; subject, nevertheless, to the Association's right to require removal of such items, if deemed offensive or unsightly, and/or the Association's right to require relocation of same if the original placement location is deemed inappropriate (e.g., too far from the Unit).
- 7.4 The Association may delegate to a committee of the Board of Directors, which shall be composed of three people, at least one of whom shall be a member of the Board of Directors, authority to review and approve all proposed alterations contemplated under this Section 7, which require the consent of the Association.

8. EASEMENTS.

- 8.1 Each Record Owner, his heirs, executors, administrators, assigns, agents, servants, invitees and members of his family, is hereby granted an easement for ingress and egress over the Common Properties for the use and enjoyment thereof, and the fact that each Record Owner of a Lot and Unit also owns an undivided interest in the Common Properties and Limited Common Properties shall not in any way imply or be interpreted to prohibit or disallow any other Record Owner from coming onto and enjoying the use of any portion of the Common Property as hereinbefore designated, subject only to the exclusive easement and use of each Record Owner in and to those certain Limited Common Properties specifically described in his deed.



8.2 The Record Owners, their heirs, executors, administrators, assigns, agents, servants, invitees, and members of their families, are hereby granted a general non-exclusive easement to park vehicles on the parking areas provided within the Common Properties. Said easement right shall, nevertheless, be limited to any and all restrictions placed thereon by the Association. The use of the Common Properties and Limited Common Properties shall be subject to the rules and regulations of the Association and the covenants contained herein.

8.3 Notwithstanding any provision contained in these Covenants, it is expressly agreed that the above easements are perpetual and shall not be terminated in the event of termination of said covenants.

## 9. MISCELLANEOUS.

9.1 Each Record Owner shall take care that all garbage and refuse be sealed in plastic garbage bags or similar containers before removal from the Unit and deposited in such location on the Lot as to be unoffensive to others.

9.2 No obnoxious or offensive activities shall be carried on in the Lots or Units; nor shall anything be done thereon or therein tending to create embarrassment, discomfort, annoyance, or a nuisance to the other Record Owners. There shall not be maintained in or on any Lot any poultry, animals or device or thing of any sort whose normal activities or existence is in any way obnoxious, dangerous, unsightly, unpleasant or of a nature that may diminish the enjoyment of the Common Areas, Limited Common Areas and Lots and Units.

9.3 Short term rental of any Lot and Unit is expressly permitted. This provision of the Covenants may not be amended, nor may the right to rent or lease Lots and Units be limited without the express written consent of all Record Owners. Nothing contained herein shall be construed to prohibit the imposition of rules and regulations by the Association relating to the Common Properties and Limited Common Properties; provided, that such rules and regulations shall not discriminate against Record Owners engaging in short term rental or their tenants. Tenants shall be governed at all times, and in pertinent part, by the provisions of this Amended Declaration.

10. ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS AND AMENDMENTS.

- 10.1 The covenants, restrictions and affirmative obligations set forth in this document shall run with the land and shall be binding on all parties and persons claiming by or under them, to include, but not be limited to, the successors and assigns, if any, of the Company or the Association for a period of twenty-five (25) years from the execution date of this document. All such covenants, restrictions and affirmative obligations shall be automatically extended for an unlimited number of successive periods of ten (10) years, unless an instrument signed by a majority of the then Record Owners terminates said covenants.
- 10.2 In the event of any violation or breach of any of the covenants, restrictions or affirmative obligations contained herein by any person or other legal entity, the Record Owners, or any of them, jointly or separately, shall have the right to proceed at law or equity to seek damages or compel compliance with the terms hereof and to prevent further violations or breaches. In addition to the foregoing, the Association shall have the same rights to proceed at law or at equity,
- 10.3 The invalidation by any court of any provision or portion of these Covenants shall in no way effect any of the other provisions or portions, and the remaining portions hereof shall remain in full force and effect.
- 10.4 Any of the foregoing terms of this Amended Declaration may be amended, except where these Covenants may otherwise provide, by a vote of three-fourths (3/4) of the total membership of the Association; provided, however, that the Company, its successors and assigns, retains the right, for so long as it is the Record Owner of any Lot, to amend these Covenants by the filing in the Office of the R.M.C. for Aiken County a Declaration of Amendment and by mailing copies thereof to each Record Owner at the address of the Lot, or, if a Record Owner is known not to reside on the Lot, to any appropriate mailing address of a Record Owner known to the Company. The Company shall affix an Affidavit of Mailing to the Declaration of Amendment, wherein it is certified that copies of the Declaration of Amendment have been mailed in accordance with the foregoing provisions.
- 10.5 The Company, its successors and assigns, reserves the right to assign its rights as the Declarant hereunder as it, in its sole and



exclusive judgment, shall deem appropriate. An assignment may be in whole or in part and may be either exclusive or non-exclusive.

10.6 The Company does hereby declare that the provisions contained herein are rights, restrictions, conditions, and affirmative obligations, all constituting covenants running with the land, conveyed by the Company by deed or other written instrument, whether or not specific reference is made to said covenants in the instrument of conveyance.

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

WITNESSES:  
Juan Arzelle  
Liane M. Peters  
Woodside Development Limited Partnership  
By: WSC Corp., general partner  
By: W. Kent Baldwin  
W. Kent Baldwin  
Its: Vice-President


STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN ) PROBATE

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn, deposes and says that (s)he saw the within named Woodside Development Limited Partnership by WSC Corp., general partner, by W. Kent Baldwin, its Vice-President, sign, seal and as its act and deed, deliver the within-written AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR COTTONWOOD CREEK NEIGHBORHOOD and that (s)he with the other subscribing witness witnessed the execution thereof.


Juan Arzelle  
SWORN to and subscribed before  
me this 15<sup>th</sup> day of April, 2003.  
Liane M. Peters (L.S.)  
Notary Public for South Carolina My Commission Expires  
My Commission Expires: September 17, 2012

AFFIDAVIT OF MAILING

Pursuant to Subsection 10.4 of the Declaration of Covenants and Restrictions for Cottonwood Creek Neighborhood, dated June 23, 1998, recorded in Misc. Book 938, at pages 162 through 174, as amended by instrument, dated November 19, 1998, recorded in Misc. Book 948, at pages 13, et. seq., Office of the R.M.C. for Aiken County, South Carolina (the "Declaration"), the undersigned, Diana M. Peters, as Agent for Woodside Development Limited Partnership, a S.C. limited partnership, personally appeared before me and, being first duly sworn, certified that she mailed copies of the Amended Declaration of Covenants and Restrictions for Cottonwood Creek Neighborhood, dated April 15, 2003 (the "Amended Declaration"), to each Record Owner, as defined in the Declaration and Amended Declaration, by placing copies of the Amended Declaration in envelopes, addressed to each Record Owner at the known mailing address of each Record Owner, proper pre-paid first class postage affixed thereto, and depositing same in the United States Mail on April 21, 2003.

  
Diana M. Peters, Agent for  
Woodside Development  
Limited Partnership

Sworn to before me this  
22nd day of April, 2003.

  
Notary Public for South Carolina  
My Commission Expires: 11/20/10

**BY-LAWS OF COTTONWOOD CREEK  
NEIGHBORHOOD ASSOCIATION**

1. **NAME** The name of the corporation shall be Cottonwood Creek Neighborhood Association (the "Association"), a mutual benefit corporation, organized under the South Carolina Nonprofit Corporation act of 1994 (the "Act").

2. **PURPOSE** The purpose of the Association shall be to take all necessary action regarding:

2.1 the governing, use and maintenance of the Common Properties, Limited Common Properties and amenities of the property entitled Cottonwood Creek, Woodside Plantation, Phase Two, Section 16-A, City of Aiken, Aiken County, South Carolina, as shown and described on "Plat" as set forth and defined in Subsection 1.2 of the Amended Declaration of Covenants and Restrictions for Cottonwood Creek Neighborhood, dated April 15, 2003.

2.2 the governing, use and maintenance of such other areas within the Properties as the Board may agree to be obligated to govern, use and maintain; provided, that such agreement shall be in writing and shall be approved by a vote of not less than seventy-five percent (75%) of the Members at any regular or special meeting of the Association; provided, however, Woodside Development Limited Partnership (the "Company") has, under the Amended Declaration (as hereinafter defined), retained the right to submit additional properties to the Amended Declaration without further consent.

2.3 Enforcement of the various covenants and restrictions of record encumbering the Properties.

The purpose set forth hereinabove, together with the provisions of the Amended Declaration and Articles of Incorporation of the Association, shall grant the Association all powers necessary to carry out the stated purposes, to include, by way of example and not by way of limitation, the power to own, acquire, build, operate and maintain the Common Areas and Limited Common Areas and any and all structures that are or may be in the future located thereon; the power to fix and collect all annual and special assessments levied against the Lots, together with all late charges, penalties, interest, attorneys' fees, court costs, and any other costs of collection; the power to enforce by action at law or in equity all declarations and restrictions encumbering the Common Properties, Limited Common Properties, Units and Lots and all rules and regulations adopted by the Board of Directors; and the power to pay taxes and insurance, if any, on all properties, real and personal, of the Association. The Association, upon an affirmative vote of eighty percent (80%) of the Record Owners at a duly called meeting, shall have the power to

mortgage the Common Properties. The Association, by and through the Board of Directors, shall further have the power to pledge the power of assessment contained in the Amended Declaration as set forth in these By-laws for the purpose of securing indebtedness of the Association; provided, however, upon the pledge of such power, the Board of Directors is limited to the extent that the pledge of such power of assessment is limited so as to provide that in no event shall the pledgee be allowed to accelerate such indebtedness wherein such acceleration will result in any increase in any assessment beyond the amount originally provided under the terms of the note evidencing such indebtedness for the retirement of the indebtedness.

3. AMENDED DECLARATION AND RESTRICTIONS. All of the terms and provisions of the Amended Declaration of Covenants and Restrictions for Cottonwood Creek Neighborhood, dated April 15, 2003, and recorded contemporaneously herewith in the Office of the R.M.C. for Aiken County, South Carolina, are specifically incorporated herein by reference thereto (the "Amended Declaration").
4. PERSONAL APPLICATION. All present or future Record Owners, tenants, or their employees, or any other person that might use the facilities owned by the Association in any manner, are subject to these By-laws and any rules and regulations promulgated pursuant to these By-laws and the Amended Declaration. The mere acquisition or rental of any Lot (as defined in the Amended Declaration), or the mere act of occupancy of any Lot will signify that these By-laws and the provisions of the Amended Declaration, as they may be lawfully amended from time to time, are accepted and ratified and will be complied with.
5. OFFICES.
  - 5.1 PRINCIPAL OFFICE. The initial principal office of the Association shall be located at the offices of Woodside Development Limited Partnership, 1419 Silver Bluff Road, Aiken, SC 29803. The Association may have such other offices, either within or without the State of South Carolina ("State") as the Board of Directors may determine or the affairs of the Association may require from time to time.
  - 5.2 REGISTERED OFFICE. The Association shall have and maintain in the State a registered office and an agent whose office is identical to the principal office. The registered office may be, but need not be, identical with the principal office in the State. The registered office and registered agent may be changed from time to time by the Board of Directors; provided, that, at all times the Board of Directors shall comply with the requirements of the Act.



**6. MEMBERSHIP AND VOTING.**

**6.1 MEMBERSHIP.** Membership in the Association shall be restricted to Record Owners and the Company and as further set out in Section 3 of the Declaration.

**6.2 MEMBERSHIP RIGHTS SUBJECT TO ANNUAL ASSESSMENTS.** The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Record Owner and which shall become a lien upon the Lot against which such assessments are made, as provided in Section 4 of the Amended Declaration. In the event that a Record Owner may consist of more than one individual or entity, the liability of the individuals or entities comprising the Record Owner shall be joint and several. Each of the individuals or entities comprising the Record Owner shall be entitled to contribution from all other individuals or entities comprising the Record Owner.

**6.3 SUSPENSION OF MEMBERSHIP RIGHTS.** The membership rights of any Record Owner, or any individuals or entities comprising the Record Owner, whether or not they are personally obligated to pay such assessments, may be suspended, upon written instruction of the President, during the period when the assessments, or any portion thereof, to include late charges, interest, attorney's fees, court costs, or other costs of collection, remain unpaid. Upon payment of such assessments, in their entirety, their rights and privileges shall be restored. Proof of repayment shall be in the form of a receipt from the Treasurer or the designated Management Agent, if such agent has been designated. If the Board of Directors has adopted rules and regulations governing the use of Common Properties and Limited Common Properties and the conduct of any individual on the Common Properties or Limited Common Properties is violative of such rules, the President, by written instruction, a copy of which shall be delivered to such individual, may, in his discretion, suspend the rights of any such person to utilize the Common Properties for a period not to exceed thirty (30) days. The President may issue successive suspensions if, after the expiration of any period of suspension, the person who violated such rule or regulation is engaged in a continuing violation or during the period of suspension continues such acts as constitute a violation of the rule or regulation. In no event shall the Association have the right, power or authority to suspend the membership rights of the Company.

**6.4 VOTING.** All voting shall be in accordance with the provisions of the Amended Declaration. Each Record Owner: (i) shall be a member of the Association; and (ii) shall have an equal interest therein; and (iii) shall be entitled to one (1) vote at all meetings of the Association. Actions of the

Association shall be determined by majority vote of the Record Owners present in person or by proxy. The Company shall have voting rights in accordance with the provisions of the Amended Declaration.

- 6.5 MAJORITY OF RECORD OWNERS. As used in these By-laws the term "Majority of Record Owners" shall mean those record owners casting fifty-one percent (51%) or more of the votes at any duly called meeting.
- 6.6 QUORUM. Except as otherwise provided in these By-laws, the presence in person or by proxy of a majority of Record Owners shall constitute a quorum. If any annual meeting of the Association cannot be called to order because of the failure of a quorum to be present, such meeting shall be adjourned for a period of not less than two (2) hours and, upon being reconvened, the required percentage interest to constitute a quorum shall be reduced to twenty-five percent (25%) of the total number of Record Owners, to include the special voting rights of the Company. If the meeting still cannot be called to order because of failure of sufficient Record Owners to be present in person or by proxy, then in that instance the meeting may be adjourned for a period of not less than forty-eight (48) hours and thereafter reconvened. Should a quorum still not be present, in person or by proxy, those present shall constitute a quorum and business may then be conducted by a majority of those present, whether or not a majority of the Record Owners are present. After adjournment of any meeting pursuant to the provisions of this Subsection, no further notice of any reconvened meeting shall be required to be given to any Record Owner. These provisions regarding declining quorum requirements shall not apply to any special meeting, unless specifically referenced in the notice from the President or in the petition or resolution calling for such special meeting.
- 6.7 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.
7. MEETINGS OF THE ASSOCIATION.
- 7.1 ANNUAL MEETINGS. The Annual Meeting of the Association shall be held at the call of the President of the Association not less than once every year. It shall be held at a reasonably convenient time at a location in the City of Aiken, Aiken County, South Carolina. It shall be the duty of the President to designate the date, time and place of the Annual Meeting no later than January 15<sup>th</sup> of each year and deliver notice of such designation to the Secretary no later than February 15<sup>th</sup> of each year. At such meetings there shall be elected by ballot of the Record Owners a Board of Directors to govern and administer the affairs of the Association. The Record Owners may also transact such other business of the Association as may properly come before them.



- 7.2 SPECIAL MEETINGS.** It shall be the duty of the Secretary to call a special meeting of the Record Owners, upon written request of the President, as directed by resolution of the Board of Directors, or upon a petition signed by a majority of Record Owners and having been presented to the Secretary. The petition shall state on its face the subject matters to be addressed at such special meeting. A petition requesting a special meeting may be delivered to the Secretary by mailing the same to the Secretary, certified mail return receipt requested, and delivery shall be deemed to occur on the date that the Secretary shall sign the return receipt, or by delivery of same to the person of the Secretary. The Secretary shall be required to schedule any special meeting requested by petition not more than ninety (90) days from the date of receipt of such petition. The notice of the special meeting shall state the time and place of the special meeting and the purpose thereof. No business may be transacted at any special meeting other than that stated in the notice unless by consent of not less than eighty percent (80%) of the votes present at such special meeting, either in person or by proxy.
- 7.3 NOTICE OF MEETINGS.** It shall be the duty of the Secretary to mail notice of each Annual Meeting and special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Record Owner, at least thirty (30) days, but not more than ninety (90) days, before such meeting. The deposit of the notice in the U.S. mail, first class postage prepaid, to the address of the Record Owner as shown on the books of the Association shall be considered delivery of such notice.
- 7.4 ORDER OF BUSINESS.** Unless stated differently in the Notice of Meeting given to Record Owners, the order of business at all Annual Meetings shall be:
- 7.4.1 Roll Call**
  - 7.4.2 Proof of Notice of Meeting or Waiver of Notice**
  - 7.4.3 Approval of minutes from prior Annual Meeting**
  - 7.4.4 Reports of Officers**
  - 7.4.5 Reports of Committees**
  - 7.4.6 Vote on Budget**
  - 7.4.7 Election of Directors**
  - 7.4.8 Old Business**
  - 7.4.9 New Business**
  - 7.4.10 Adjournment**

The order of business at special meetings shall be determined by the presiding officer and shall include those items specified in the Notice of Meeting.

8. BOARD OF DIRECTORS.

- 8.1 **NUMBER AND QUALIFICATION.** The affairs of the Association shall be governed by the Board of Directors. The Board of Directors shall have three (3) members. The initial Board of Directors shall consist of those individuals elected as Directors at the first meeting of the Association. For so long as the Company is a Record Owner of any Lot, it shall be entitled to appoint a majority of the Directors, which appointees shall serve at the pleasure of the Company. The appointees of the Company shall not be required to be Record Owners. At the first Annual Meeting, the Record Owners shall elect a Director to serve a two (2) year term. At such time as the Company shall not be a Record Owner, the Association shall at the first Annual Meeting held after the Company is no longer a Record Owner, elect three (3) directors for such terms as set forth hereinafter. Each director shall be either a Record Owner, in whole or in part, or the lawfully married spouse of a Record Owner or, if the Record Owner is a corporation, partnership or trust, such individual as may be named in writing by the corporation, partnership or trust, as its representative; provided, that no more than one (1) director may be elected from any one (1) Lot. If any director shall cease to be a Record Owner, or, if a director, their spouse shall cease to be a Record Owner, or, during the term of office of a designated representative of a corporation, partnership or trust, such entity shall cease to be a Record Owner, such director shall be deemed to have resigned his office as director, effective upon the recordation of the deed conveying title to the Lot in question. All directors shall be natural persons.
- 8.2 **VACANCIES IN BOARD OF DIRECTORS.** Vacancies in the Board of Directors, other than the removal of a member of the Board by vote of the Association, shall be filled by majority vote of the remaining directors, even if less than a quorum, and the director so elected shall hold office until his successor is elected by the Record Owners, who may make such election at the next Annual Meeting, or at any special meeting called for that purpose; provided, that if the vacancy is for a director who had previously been appointed by the Company, the Company shall have the sole and exclusive right to appoint his replacement.
- 8.3 **TERM OF OFFICE.** At the first Annual Meeting of the Association after the Company shall no longer be a Record Owner, one (1) member of the Board of Directors shall be elected to serve a term of three (3) years; one (1) member of the Board of Directors shall be elected to serve a term of two (2) years; and the remaining member of the Board of Directors shall be elected to serve a term of one (1) year. Thereafter, at each Annual Meeting, the Record Owners shall vote to elect a director to replace the director whose term has expired, and the director so elected shall serve



for a term of three (3) years. No person shall serve for more than two (2) consecutive terms (either part or whole terms) as a member of the Board of Directors. All members of the Board of Directors shall serve until their successors have been elected.

- 8.4 REMOVAL OF MEMBERS OF THE BOARD OF DIRECTORS.** At any regular or special meeting of the Association duly called, any one or more members of the Board of Directors may be removed with or without cause by a majority of the Record Owners, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed to the Association shall be given an opportunity to be heard at such meeting prior to any vote on removal. Notwithstanding the preceding, the directors appointed by the Company shall serve at the pleasure of the Company and may only be removed from office by the Company.
- 8.5 POWERS OF THE BOARD OF DIRECTORS.** The Board of Directors shall have the power:
- 8.5.1** necessary for the administration of the affairs of the Association and may do all such acts and things that are not by law or these By-laws directed to be executed and done by the Association or individual members;
  - 8.5.2** to call special meetings of the Record Owners whenever it deems necessary and it shall call special meetings at any time upon request, as specified in Subsection 7.2 herein;
  - 8.5.3** to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing herein shall be construed to prohibit the employment of any Record Owner, officer or member of the Board of Directors in any capacity whatsoever;
  - 8.5.4** to establish, levy, assess and collect (to include foreclosure of liens) the assessments, special assessments, and charges referred to in Sections 2 & 11, herein;
  - 8.5.5** to promulgate, adopt, and publish rules and regulations and establish fines and other punishments for violations relating to the use of Common Areas, Limited Common Areas and facilities therein and regarding the personal conduct of persons on or utilizing the Common Areas and Limited Common Areas;
  - 8.5.6** to exercise for the Association all powers, duties and authorities vested in or delegated to the Association, except those reserved to the Record

Owners in the Articles of Incorporation or in these By-laws or in the Amended Declaration;

- 8.5.7 in the event that any member of the Board of Directors, other than an appointee of the Company, shall be absent from three (3) consecutive regular meetings of the Board of Directors without excuse, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of that director vacant and proceed to elect his or her replacement;
- 8.5.8 to employ a management agent at compensation established by the Board of Directors to perform such duties and services as the Board of Directors may provide; and
- 8.5.9 such other and further duties as may be imposed in the Articles of Incorporation and By-laws.
- 8.6 DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors shall have the power, in addition to those duties imposed by these By-laws or by resolutions of the Association, as follows:
  - 8.6.1 compliance with all the terms and conditions of the Amended Declaration and the enforcement of same;
  - 8.6.2 care, upkeep, maintenance, repair, and surveillance of the Common Properties and Limited Common Properties and discharging such other obligations as may be established by the Amended Declaration;
  - 8.6.3 collection of assessments, both regular and special, and any and all other levies fixed by the Board of Directors from Record Owners, to include liening and foreclosure of such liens;
  - 8.6.4 employment, dismissal and control of the personnel necessary to carry out the duties of the Board of Directors, to include a management agent or company;
  - 8.6.5 to cause to be kept a full record of all its acts and corporate affairs;
  - 8.6.6 to supervise all officers, agents and employees of the Association and to see that their duties are properly performed, to include the mailing of the minutes of meetings of the Board of Directors to all Record Owners;
  - 8.6.7 to cause to be established and kept an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Properties, Limited Common Properties and such other properties as the Association shall be contractually bound to keep and



maintain. Said fund is to be established and maintained out of the regular assessments for common expenses; provided, that during the period in which the fund is being established, special assessments may be made, if required; and

8.6.8 such other and further powers as may be imposed in the Articles of Incorporation and these By-laws.

8.7 **LIABILITY OF DIRECTORS.** The members of the Board of Directors shall not be liable to the Record Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless such contracts have been made in bad faith or contrary to the provisions of the Amended Declaration or these By-laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible and shall not be deemed self dealing for the Association to contract with the Company or with corporations or other entities owned, controlled or affiliated with the Company. It is intended that the liability of any member of the Board of Directors arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportions of the total liability thereunder as his interest in the Common Properties and Limited Common Properties bears to the interest of all Record Owners in the Common Properties and Limited Common Properties. Every agreement made by the Board of Directors or by any managing agent or by any management firm, as the case may be, is made in the capacity only as an agent for the Record Owners and such director, agent or firm shall have no personal liability thereunder (unless as a Record Owner). Moreover, each Record Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Properties and Limited Common Properties bears to the interests of all Record Owners in the Common Properties and Limited Common Properties.

8.8 **REGULAR MEETINGS.** Regular meetings of the Board of Directors shall be held at such times and in such places as may be determined from time to time by a majority of the Board of Directors, but not less than two (2) meetings shall be held each year. One such meeting shall be held immediately after the Annual Meeting of the Record Owners of the Association. Notice of the meetings shall be given by the Secretary or such other designated person to each member of the Board of Directors, either personally or by mail, telephone or other electronic medium, as may

be deemed reasonable, at least ten (10) days prior to the designated meeting day.

8.9 **SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by the President or the Chairperson of the Board of Directors, upon three (3) day notice, either personally, by mail, telephone or other electronic medium as may be deemed reasonable, which shall state the time, place and purpose of such meeting. Any Board member may request that he be allowed to attend and participate by telephone conference. Special meetings of the Board of Directors shall be called, if requested in writing by at least two (2) members of the Board of Directors with such notice specifying the business to be conducted. The President shall determine the time and place of such meeting.

9. **ASSOCIATION OFFICERS.** The officers of the Association shall be the President, Vice-President, Secretary and Treasurer and such other officers as may be elected by the Board of Directors. All officers shall be members of the Board of Directors. The Board of Directors shall elect all officers at the meeting of the Board of Directors immediately following the Annual Meeting of the Record Owners. All officers shall be elected by majority vote of the directors and shall hold office at the pleasure of the Board of Directors. Any two offices may be held by the same person with the exception of the offices of President and Secretary.

9.1 **DUTIES OF THE PRESIDENT.** The President shall preside over the meetings of the Board of Directors, shall see that the orders and resolutions of the Board of Directors are carried out and shall be empowered to sign all documents on behalf of the Board of Directors.

9.2 **DUTIES OF THE VICE-PRESIDENT.** The Vice-President shall, in the absence of the President, perform all duties of the President.

9.3 **DUTIES OF THE SECRETARY.** The Secretary shall record the votes and keep the minutes and records of all proceedings in a book to be kept for that purpose. The Secretary shall also keep a book of all Record Owners, setting forth their address and the interest they hold in any Lot and the Common Properties and Limited Common Properties.

9.4 **DUTIES OF THE TREASURER.** The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall cause to be disbursed such funds as may be directed by the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be required for disbursement of funds in the normal course of business.



- 9.5 **REMOVAL OF OFFICERS.** Upon majority vote of the members of the Board of Directors any officer may be removed from office and, in such event, the Board of Directors by majority vote shall name a replacement therefor to serve out the remaining term of such officer.

10. **OBLIGATIONS OF RECORD OWNERS**

- 10.1 **MAINTENANCE AND REPAIR.** Every Record Owner has the following obligations with respect to maintenance and repair, subject to the right and obligation of the Association to repair and maintain the Common Properties and Limited Common Properties:

10.1.1 To perform promptly all maintenance and repair work within his Lot and the improvements located thereon, which, if omitted, would affect any portion of the Common Property, Limited Common Property or any property, real, personal or mixed, belonging to another Record Owner, and for failure to do so such Record Owner shall be liable as otherwise provided herein;

10.1.2 To maintain and keep in good repair at his expense all improvements located on his Lot; and

10.1.3 To reimburse the Association for any expenditure incurred in repairing or replacing any Common Property or Limited Common Property damaged through the fault of any Record Owner, such reimbursement to include any costs of collection, reasonable attorney's fees, and court costs.

- 10.2 **USE OF LOTS.** All Lots shall be used for residential purposes only; provided, however, this restriction shall not be interpreted to prohibit the rental of any Lot.

11. **ASSESSMENTS**

- 11.1 **ADOPTION OF BUDGET AND ESTABLISHMENT OF ASSESSMENTS.** The Board of Directors shall annually prepare a budget for the operation of the Association. This budget shall be presented to the Record Owners along with the Notice of the Annual Meeting. The budget shall set forth the annual assessment to be levied against each Lot for the upkeep, repair and maintenance of the Common Properties, Limited Common Properties, any improvements located thereon, and any other properties that the Association may be contractually obligated to maintain and repair. The Record Owners shall vote to adopt or reject the budget at the Annual Meeting. In the event the Board of Directors proposes a special assessment, the total amount of the special assessment, the amount of the assessment on each Lot Owner, and purpose for which such special assessment is to be levied shall be presented to the Record Owners along

with the Notice of Annual Meeting; provided, that a special assessment may be proposed and thereafter voted on at any meeting of the Record Owners duly convened and for which notice of the purpose of such meeting has been given.

- 11.2 DELINQUENT ASSESSMENTS.** All assessments shall be due and payable in accordance with the schedule of payments adopted as part of each annual budget and/or special assessment. In the event that the Board of Directors shall have adopted a payment schedule wherein it has allowed the annual assessment to be paid in installments, and a Record Owner allows any installment to become delinquent for more than thirty (30) days, the Board of Directors may accelerate all balances due and require any outstanding balances to be paid immediately. In the event that any Record Owner is delinquent for more than fifteen (15) days past the due date of any payment, all such sums due shall bear interest, compounded monthly, at a rate established by the Board of Directors at the Annual Meeting of the Board of Directors, held directly after the Annual Meeting of the Record Owners. Additionally, each such delinquent payment shall be subject to a late charge in accordance with a schedule of late charges established by the Board of Directors at the annual meeting of the Board of Directors held directly after the Annual Meeting of the Record Owners. In the event that any account is turned over to a third party or attorney for the purpose of collection of any delinquent assessment, late charge, or interest, the Record Owner shall be responsible for all costs of collection, to include attorney's fees, court costs, receiver's fees, the cost of documentary evidence and any other costs reasonably related to the collection of the outstanding monies. These costs of collection shall also constitute a lien against the Lot and shall be subject to foreclosure. The Board of Directors may take such action as it deems necessary to collect the delinquent assessment by an action at law against the Record Owner personally or by foreclosing said lien, and may settle or compromise the same if deemed in its best interest. The Association shall be entitled to bid at any judicial sale held pursuant to a suit to foreclose any lien and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien being enforced. Upon commencement of any foreclosure action, the Association shall be entitled to the appointment of a receiver for the Lot, and the Record Owner shall be required to pay reasonable rental for the Lot to such receiver.

- 11.3 APPLICATION OF SURPLUS.** Any payments or receipts to the Association, whether from Record Owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be kept by the Association and applied against the Association's expenses in the future.



- 11.4 **MORTGAGE OF COMMON PROPERTY.** The Association, upon an affirmative vote of not less than eighty percent (80%) of Record Owners at a duly called meeting, shall have the power to mortgage the Common Properties.
12. **PLEDGE OF POWER OF ASSESSMENT.** The Association, by and through the Board of Directors, shall further have the power to pledge the power of assessment contained in the Amended Declaration and as set forth in these By-laws for the purpose of securing indebtedness of the Association; provided, however, upon the pledge of such power, the Board of Directors is limited to the extent that the pledge of such power of assessment is limited so as to provide that in no event shall the pledge be allowed to accelerate such indebtedness wherein such acceleration will result in any increase in any assessment beyond the amount originally provided under the terms of the note evidencing such indebtedness for the retirement of the indebtedness.
13. **AMENDMENT OF BY-LAWS.** These By-laws, with the exception of Subsections 2 and 3 herein, may be repealed, altered or amended as follows: (i) any proposed amendment shall be submitted to the Board of Directors and shall be subjected to a vote of the Board of Directors regarding its recommendation for adoption, then, (ii) in the event the amendment has received unanimous support from the Board of Directors, the amendment shall be adopted in the event that it shall receive a majority vote of the Record Owners present at the annual meeting or any special meeting; or, (iii) in the event the amendment has not received unanimous support of the Board of Directors, the amendment shall be adopted in the event it shall receive an affirmative vote of not less than sixty-six percent (66%) of all Record Owners at an Annual Meeting or special meeting. Any proposed amendment shall be mailed to every Record Owner not less than thirty (30) days before the meeting of the Record Owners during which the amendment shall be voted upon.
14. **ESTABLISHMENT OF RULES AND REGULATIONS FOR COMMON PROPERTIES AND LIMITED COMMON PROPERTIES.** The Board of Directors may from time to time adopt, amend or repeal rules and regulations regarding the use of the Common Properties and Limited Common Properties. A copy of any rules and regulations, other than those contained hereinafter, shall be distributed to each Record Owner and posted in at least one (1) conspicuous location within the Common Properties within thirty (30) days of being adopted, amended or repealed.
- 14.1 **CONFLICT.** In the event of any conflict between the rules and regulations adopted by the Board of Directors and these By-laws or the Amended Declaration, the latter shall prevail.

14.2 COMPLIANCE. All Record Owners, their guests and tenants must, at all times, comply with the rules and regulations adopted by the Board of Directors. Should any person fail to comply therewith, such person may be fined in accordance with a schedule of fines adopted by the Board of Directors as part of the rules and regulations and such fine shall be in addition to any other legal or equitable remedy available to the Association.

15. CONFLICT. In the event of any conflict between the provisions of these By-laws and the Amended Declaration, the latter shall prevail.

4-22-03 at 1345  
RECORDED  
*[Signature]*  
F.M.C. AIKEN COUNTY  
*[Signature]*



STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
**THIRD AMENDMENT TO  
THIRTEENTH AMENDMENT/  
SUPPLEMENTARY DECLARATION TO  
THE COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC. AND  
WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.**

**WHEREAS**, the Thirteenth Amendment/Supplementary Declaration to the Woodside Plantation Declaration of Covenants and Restrictions was recorded in Misc. Book 938, at page 158, records of Aiken County, South Carolina ("Thirteenth Amendment"); and

**WHEREAS**, Amendment to Thirteenth Amendment was recorded in Misc. Book 948, at page 13, said County records ("Amendment to Thirteenth Amendment"); and

**WHEREAS**, Second Amendment to Thirteenth Amendment was recorded in Misc. Book 1187, at page 256, said County records ("Second Amendment to Thirteenth Amendment"); and

**WHEREAS**, pursuant to the provisions of Section 10.4 of the Amended Declaration of Covenants and Restrictions for Cottonwood Creek Neighborhood attached as Exhibit "B" to the Thirteenth Amendment, Amendment to Thirteenth Amendment and Second Amendment to Thirteenth Amendment ("Cottonwood Creek Covenants"), Woodside Development Limited Partnership ("Company") desires to amend the Cottonwood Creek Covenants to restate Section 7.3 so that fences are included in the prohibited alterations;

**NOW, THEREFORE**, Section 7.3 of the Cottonwood Creek Covenants is deleted in its entirety and restated as follows:

- 7.3 No Record Owner shall plant any shrubbery, flowers, vegetables, grass or trees on his Lot or on any Common Properties or Limited Common Properties, nor alter any Lot or any Common Properties or Limited Common Properties by adding any objects, including, but not limited to, statues, walkways, decks or fences of any type, without first obtaining written consent of the Association. Record Owners shall have the right to place potted plants upon the Limited Common Properties appurtenant to their respective Units and upon that portion of the Common Properties within an area of reasonable proximity to their respective Units; subject, nevertheless, to the Association's right to require removal of such items, if deemed offensive or unsightly, and/or the Association's right to require relocation of same if the original placement location is deemed inappropriate (e.g., too far from the Unit).

This Third Amendment to Thirteenth Amendment/Supplementary Declaration is executed this 15 day of February, 2005.

Witnesses:

Virginia L. Mullenbach  
Liana M. Peters

Woodside Development Limited Partnership

By: WSC Corp., its general partner

By: W. Kent Baldwin  
W. Kent Baldwin  
As its Vice President

STATE OF SOUTH CAROLINA )

COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Woodside Development Limited Partnership, by WSC Corp., general partner, by W. Kent Baldwin, its Vice President, sign, seal and, as its act and deed, deliver the within written Third Amendment to Thirteenth Amendment/Supplementary Declaration and that (s)he with the other subscribing witness witnessed the execution thereof.

Sworn to and subscribed before me  
this 15 day of February, 2005.

Virginia L. Mullenbach  
Notary Public for South Carolina  
My Commission Expires 2-29-12

Liana M. Peters

(NOTARY SEAL)



AFFIDAVIT OF MAILING

Pursuant to Subsection 10.4 of the Declaration of Covenants and Restrictions for Cottonwood Creek Neighborhood, dated June 23, 1998, recorded in Misc. Book 938, at Pages 162 through 174, as amended by instrument dated November 19, 1998, recorded in Misc. Book 948, at Pages 13, et seq., and further amended by instrument dated April 15, 2003, recorded in Misc. Book 1187, at Pages 256, et seq., Office of the RMC for Aiken County, South Carolina (the "Declaration"), the undersigned, Diana M. Peters, as Agent for Woodside Development Limited Partnership, a South Carolina limited partnership, personally appeared before me and, being first duly sworn, certified that she mailed copies of the Third Amendment to Thirteenth Amendment/Supplementary Declaration to the Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken, Inc. dated February 1, 2005, (the "Amended Declaration"), to each Record Owner, as defined in the Declaration, by placing copies of the Amended Declaration in envelopes, addressed to each Record Owner at the known mailing address of each Record Owner, proper prepaid first class postage affixed thereto, and depositing same in the United States Mail on February 15<sup>th</sup>, 2005.

Sworn to before me this 15<sup>th</sup>  
day of February, 2005.

Virginia L. Fullenmark  
Notary Public for South Carolina

My Commission Expires 2-29-12

Diana M. Peters  
Diana M. Peters, Agent for  
Woodside Development Limited Partnership

REFERRED 3-05 at 1130 hrs  
RECORDED  
David V. Rimmer  
S.M.C. AIKEN COUNTY





STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN            )    **FOURTH AMENDMENT TO  
THIRTEENTH AMENDMENT/  
SUPPLEMENTARY DECLARATION TO  
THE COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC. AND  
WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.**

**WHEREAS**, the Thirteenth Amendment/Supplementary Declaration to the Woodside Plantation Declaration of Covenants and Restrictions was recorded in Misc. Book 938, at page 158, records of Aiken County, South Carolina ("Thirteenth Amendment"); and

**WHEREAS**, Amendment to Thirteenth Amendment was recorded in Misc. Book 948, at page 13, said County records ("Amendment to Thirteenth Amendment"); and

**WHEREAS**, Second Amendment to Thirteenth Amendment was recorded in Misc. Book 1187, at page 256, said County records ("Second Amendment to Thirteenth Amendment"); and

**WHEREAS**, Third Amendment to Thirteenth Amendment was recorded in Misc. Book 1338, at page 341, said County records ("Third Amendment to Thirteenth Amendment"); and

**WHEREAS**, pursuant to the provisions of Section 10.4 of the Amended Declaration of Covenants and Restrictions for Cottonwood Creek Neighborhood attached as Exhibit "B" to the Thirteenth Amendment, Amendment to Thirteenth Amendment, Second Amendment to Thirteenth Amendment and Third Amendment to Thirteenth Amendment ("Cottonwood Creek Covenants"), Woodside Development Limited Partnership ("Company") desires to amend the Cottonwood Creek Covenants to restate the first paragraph in the preamble to delete the approximate number of residential duplex and single family units stated;

**NOW, THEREFORE**, the first paragraph of the preamble of the Cottonwood Creek Covenants is deleted in its entirety and restated as follows:

**"WHEREAS**, Company is the owner of the properties described in Section 1 of this Declaration and desires to create thereon a planned neighborhood, known as Cottonwood Creek, consisting of residential duplexes, each containing two (2) single-family dwelling Units, separated from each other by a Party Wall and covered by a Party Roof and detached single family dwelling Units, with open spaces and Common Properties and Limited Common Properties for the benefit of said Cottonwood Creek neighborhood; and..."

This Fourth Amendment to Thirteenth Amendment/Supplementary Declaration is executed this 17<sup>th</sup> day of March, 2005.

Witnesses:

[Signature]  
[Signature]

Woodside Development Limited Partnership

By: WSC Corp., its general partner

By: [Signature]

W. Kent Baldwin  
As its Vice President

STATE OF SOUTH CAROLINA )

) PROBATE

COUNTY OF AIKEN )

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Woodside Development Limited Partnership, by WSC Corp., general partner, by W. Kent Baldwin, its Vice President, sign, seal and, as its act and deed, deliver the within written Third Amendment to Thirteenth Amendment/Supplementary Declaration and that (s)he with the other subscribing witness witnessed the execution thereof.

Sworn to and subscribed before me

this 17<sup>th</sup> day of March, 2005.

[Signature] [Signature]  
Notary Public for South Carolina  
My Commission Expires: My Commission Expires  
September 17, 2012

(NOTARY SEAL)



AFFIDAVIT OF MAILING

Pursuant to Subsection 10.4 of the Declaration of Covenants and Restrictions for Cottonwood Creek Neighborhood, dated June 23, 1998, recorded in Misc. Book 938, at Pages 162 through 174, as amended by instrument dated November 19, 1998, recorded in Misc. Book 948, at Pages 13, et seq., and further amended by instrument dated April 15, 2003, recorded in Misc. Book 1187, at Pages 256, et seq., and instrument dated February 1, 2005, recorded in Misc. Book \_\_\_\_\_, at Pages \_\_\_\_\_, et seq., Office of the RMC for Aiken County, South Carolina (the "Declaration"), the undersigned, Diana M. Peters, as Agent for Woodside Development Limited Partnership, a South Carolina limited partnership, personally appeared before me and, being first duly sworn, certified that she mailed copies of the Fourth Amendment to Thirteenth Amendment/Supplementary Declaration to the Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken, Inc. dated March 11, 2005, (the "Amended Declaration"), to each Record Owner, as defined in the Declaration, by placing copies of the Amended Declaration in envelopes, addressed to each Record Owner at the known mailing address of each Record Owner, proper prepaid first class postage affixed thereto, and depositing same in the United States Mail on March 11, 2005.

Sworn to before me this 14<sup>th</sup>  
day of March, 2005.

Virginia L. Mullenbach  
Notary Public for South Carolina

My Commission Expires 2-29-12

Diana M. Peters  
Diana M. Peters, Agent for  
Woodside Development Limited Partnership

3-16-05 at 1530  
RECORDED  
Richard V. Hamer  
R.M.C. AIKEN COUNTY



**MISCELLANEOUS**  
**VOL 953 PAGE 113**

STATE OF SOUTH CAROLINA	)	FOURTEENTH AMENDMENT TO THE
	)	DECLARATION OF COVENANTS AND
COUNTY OF AIKEN	)	RESTRICTIONS OF WOODSIDE
		PLANTATION PROPERTY OWNERS'
		ASSOCIATION, INC., AND
		WOODSIDE DEVELOPMENT COMPANY
		OF AIKEN, INC.

THIS FOURTEENTH AMENDMENT to the Declaration of Covenants and Restrictions is made this 29 day of December, 1998 by the Directors of the Woodside Plantation Property Owners Association, Inc.

**WITNESSETH:**

WHEREAS, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owner's Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc. ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. Seq.; and,

WHEREAS, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;  
by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;  
by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;  
by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;  
by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;  
by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;  
by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;  
by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;  
by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;  
by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;  
by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38 and  
by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132.  
by Thirteenth Amendment dated Sept 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161.

WHEREAS, on August 12, 1998, the Board of Directors of the WPPOA gave notice to the Members of the WPPOA of the annual meeting of the WPPOA to be held on September 15, 1998; and,

WHEREAS, three-fourths (3/4) of the votes cast on the following proposed amendment were cast in favor thereof.

NOW, THEREFORE, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

1. By a quorum vote, Section 18, Article I of Part Two of the Declaration is amended by adding the follow:
  - a. Dish television antenna of 24 inches in diameter or less may be installed within the Plantation subject to approval of the WPPOA as to the location and screening of each dish.
  - b. Subject to the foregoing approval, such dish television antenna may be located on the ground or on buildings; and
  - c. The provisions of the Section shall not prohibit the Company from installing equipment necessary for a master antenna system, security system, cable television and mobile radio system or similar system within Woodside Plantation.
2. By a quorum vote, Section 3, Article III of Part Three is amended to add the word doors to the following sentence:
  - a. Property shall not be classified for purposes of these Covenants and those Annual Assessments as a Dwelling Unit until roof, windows and doors have been installed, and assessment and the improved property rate shall begin on the next January 1<sup>st</sup> thereafter.
3. This Fourteenth Amendment to Declaration is executed this 29 day of December, 1998.

WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION

Witness:

Francis G. Merses

Kerry S Rains

By: [Signature]  
Its President

And By: [Signature]  
Its Secretary

MISCELLANEOUS

VOL 953 PAGE 115

STATE OF SOUTH CAROLINA )

)ss.

COUNTY OF AIKEN )

PERSONALLY appeared before me Geraldine Y. Johnson and made oath that (s)he saw the within named R.L. Grady, Jr., President of Woodside Plantation Property Owners Association, and Darrell R. Rains, Secretary of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.



SWORN to before me this 29th day of December, 1998.

Geraldine Y. Johnson

Notary Public for South Carolina

My Commission Expires: 7-13-2000

(Seal)

After Recording, please return to:  
Woodside Plantation POA  
1411 Silver Bluff Road  
Aiken, SC 29803  
(803) 641-9663

RECORDED 12-31-98 at 1315 hrs.  
Judith V. Warner  
R.M.C. AIKEN COUNTY





MISCELLANEOUS

VOL 953 PAGE 247

STATE OF SOUTH CAROLINA ) FIFTEENTH AMENDMENT/SUPPLEMENTARY  
 ) DECLARATION TO THE COVENANTS  
 ) AND RESTRICTIONS OF WOODSIDE  
COUNTY OF AIKEN ) PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF AIKEN, INC.

WHEREAS, Woodside Development Company of Aiken, Inc. (the "Company") and Woodside Plantation Property Owners' Association ("WPPOA") did on September 5, 1986 execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Registrar of Mesne Conveyances of Aiken County, South Carolina, in Deed Book 451, Page 93, et seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the Fifteenth such addition to the Declaration; and

WHEREAS, pursuant to the provisions of Part One, Article II, Section 2 of said Declaration, Woodside Development Limited Partnership ("WDLP"), successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration of Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the Covenants and Restrictions of the declaration to such additional properties and after the filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, pursuant to Part One, Article II, Section 2(d) of said Declaration, WDLP desires to establish an additional neighborhood association for the property described herein in Exhibit "A" for the purposes set forth in the Declaration. This association has been established pursuant to South Carolina law, is known as Forest Pines Neighborhood Association, and is governed by the By-Laws as set forth in Exhibit "B" of this Amendment/Supplementary Declaration, and

NOW THEREFORE, the undersigned Woodside Development Limited Partnership, by WSC Corp., its General Partner, by its duly elected Vice President does hereby state and provide as follows:

1. That the WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Fifteenth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration and the operation and effect of the Covenants and Restrictions of the Declaration shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration, and the same property shall be further subject to the By-Laws set forth in Exhibit "B".

3. This Fifteenth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

4. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

5. This Fifteenth Amendment/Supplementary Declaration is executed this 6<sup>th</sup> day of January, 1999.

Woodside Development Limited  
Partnership

By: WSC Corp.,  
Its General Partner

By:

Lewis Warren  
Lewis Warren

Its:

V.D. S. Gen. Manager

H. Cassandra Holmes

H. Mike Mann



## EXHIBIT A

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 51.81 acres and labeled as Tract "E" on that certain plat entitled **Plat of Tracts "E" and "H"**, property located within Woodside Plantation; said plat being prepared by Thomas M. Graham, SCRLS No. 5380-B, dated December 15, 197 and recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 37, Page 169, reference being made thereto for a more complete and accurate description of the subject premises.

**BY-LAWS OF  
FOREST PINES  
NEIGHBORHOOD ASSOCIATION**

1. **NAME.** The name of the corporation shall be Forest Pines Neighborhood Association, a mutual benefit corporation, organized under the South Carolina Nonprofit Corporation Act of 1994 (the "Act"), by Woodside Development Limited Partnership ("Woodside" or the "Developer").
2. **PURPOSES.** The purposes of the Association shall be to take all necessary action regarding the governing, use, and maintenance of the Entrances, Common Properties, and Pathways of the property entitled Forest Pines, and all other property described in the Declaration of which this is a part, Woodside Plantation, Aiken, Aiken County, South Carolina, as shown and described on a certain plat recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 38, Page 220 (the "Properties"); and
3. **PERSONAL APPLICATION.** All present or future Record Owners, tenants, or their employees, or any other person that might use the governed area of the Association in any manner, are subject to these By-laws and any rules and regulations promulgated pursuant to these By-laws. The mere acquisition or rental of any Lot (as defined in the Declaration), or the mere act of occupancy of any Lot will signify that these By-laws, as they may be lawfully amended from time to time, are accepted and ratified and will be complied with. These By-laws and assessments contemplated herein shall also apply to the Developer.
4. **OFFICES**
  - 4.1 **PRINCIPAL OFFICE.** The initial principal office of the corporation shall be located at the office of Woodside Development Limited Partnership, 1419 Silver Bluff Road, Aiken, SC 29803. The corporation may have such other offices, either within or without the State of South Carolina ("State") as the Board of Directors may determine or the affairs of the corporation may require from time to time.
  - 4.2 **REGISTERED OFFICE.** The corporation shall have and maintain in the State a registered office and an agent whose office is identical to the registered office. The registered office may be, but need not be, identical with the principal office in the State. The registered office and registered agent may be changed from time to time by the Board of Directors, provided that at all times the Board of Directors shall comply with the requirements of the Act.
5. **MEMBERSHIP AND VOTING**
  - 5.1 **MEMBERSHIP.** Membership in the Association shall be restricted to Record Owners and the Developer of all lots and neighborhoods carved from the property described in the attached Declaration, and as further set out in Paragraph      of the Declaration.

**5.2 MEMBERSHIP RIGHTS SUBJECT TO ANNUAL ASSESSMENTS.** The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Record Owner and which shall become a lien upon the Lot against which such assessments are made as provided by Paragraph \_\_ of the Declaration. In the event that a Record Owner may consist of more than one individual or entity, the liability of the individuals or entities comprising the Record Owner shall be joint and several. Each of the individuals or entities comprising the Record Owner shall be entitled to contribution from all other individuals or entities comprising the Record Owner.

**5.3 SUSPENSION OF MEMBERSHIP RIGHTS.** The membership rights and obligations of any Record Owner, or any individuals or entities comprising the Record Owner, whether or not they are personally obligated to pay such assessments, may be suspended, upon written instruction of the President, during the period when the assessments, or any portion thereof, to include late charges, interest, attorney's fees, court costs, or other costs of collection, remain unpaid. Upon payment of such assessments, in their entirety, their rights and privileges shall be restored. Proof of repayment shall be in the form of a receipt from the Treasurer or the designated Management Agent, if such agent has been designated.

**5.4 VOTING.** All voting shall be in accordance with the provisions of the Declaration. Each Record Owner: (i) shall be a member of the Association; and, (ii) shall have an equal interest therein; and, (iii) shall be entitled to one (1) vote at all meetings of the Association. Actions of the Association shall be determined by majority vote of the Record Owners present in person or by proxy. The Company shall have voting rights in accordance with the provisions of the Declaration.

**5.5 MAJORITY OF RECORD OWNERS.** As used in these By-laws the term "Majority of Record Owners" shall mean those record owners casting fifty-one (51%) percent or more of the votes at any duly called meeting.

**5.6 QUORUM.** Except as otherwise provided in these By-laws, the presence in person or by proxy of a Majority of Record Owners shall constitute a quorum. If any Annual Meeting of the Association cannot be called to order because of the failure of a quorum to be present, such meeting shall be adjourned for a period of not less than two (2) hours and upon being reconvened the required percentage interest to constitute a quorum shall be reduced to twenty-five (25%) percent of the total number of Record Owners, to include the special voting rights of the Company. If the meeting can still not be called to order because of a failure of sufficient Record Owners to present in person or by proxy, then in that instance the meeting may be adjourned for a period not less than forty-eight (48) hours and thereafter reconvened. Should a quorum still not be present, in person or by proxy, those present shall constitute a quorum and business may then be conducted by a majority of those present, whether or not a majority of the Record Owners are present.



After adjournment of any meeting pursuant to the provisions of the paragraph, no further notice of any reconvened meeting shall be required to be given to any Record Owner. These provisions regarding declining quorum requirements shall not apply to any special meeting, unless specifically referenced in notice from the President or in the petition or resolution called for such special meeting.

**5.7 PROXIES.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

## **6. MEETINGS OF THE ASSOCIATION**

**6.1 ANNUAL MEETINGS.** The Annual Meeting of the Association shall be held at the call of the President of the Association not less than once every year. It shall be held at a reasonably convenient time at a location in Aiken, Aiken County, South Carolina. It shall be the duty of the President to designate the date, time and place of the annual meeting no later than January 15 of each year and deliver notice of such designation to the Secretary no later than February 15 of each year. At such meetings there shall be elected by ballot of the Record Owners a Board of Directors to govern and administer the affairs of the Association. The record owners may also transact such other business of the Association as may properly come before them.

**6.2 SPECIAL MEETINGS.** It shall be the duty of the Secretary to call a special meeting of the Record Owners, upon written request of the President, as directed by resolution of the Board of Directors, or upon a petition signed by a Majority of Record Owners and having been presented to the Secretary. The petition shall state on its face the subject matters to be addressed at such special meeting. A petition requesting a special meeting may be delivered to the Secretary by mailing same to the Secretary certified return receipt requested and delivery shall be deemed to occur on the date that the Secretary shall sign the return receipt, or by delivery of same to the person of the Secretary. The Secretary shall be required to schedule any special meeting requested by petition not more than ninety (90) days from the date of receipt of such petition. The notice of the special meeting shall state the time and place of the special meeting and the purpose thereof. No business may be transacted at any special meeting other than that stated in the notice unless by consent of the not less than eighty (80%) percent of the votes present at such special meeting, either in person or by proxy.

**6.3 NOTICE OF MEETINGS.** It shall be the duty of the Secretary to mail notice of each Annual Meeting and Special Meeting, stating the purpose thereof as well as the time and place where it is to be held, to each record owner, at least thirty (30) days, but not more than ninety (90) days, before each such meeting. The deposit of the notice in the US mail, first class postage prepaid, to the address of Record Owner as shown on the books of the Association shall be considered delivery of such notice.

**6.4 ORDER OF BUSINESS.** Unless stated differently in the Notice of Meeting given to Record Owners, the order of business at all Annual Meetings shall be:

- 6.4.1 Roll Call
- 6.4.2 Proof of Notice of Meeting or Waiver of Notice
- 6.4.3 Approval of minutes from prior Annual Meeting
- 6.4.4 Reports of Officers
- 6.4.5 Reports of Committees
- 6.4.6 Vote on Budget
- 6.4.7 Election of Directors
- 6.4.8 Old Business
- 6.4.9 New Business
- 6.4.10 Adjournment

The order of Business at the special meetings shall be determined by the presiding officer and shall include those items specified in the Notice of Meeting.

## **7. BOARD OF DIRECTORS**

**7.1 NUMBER AND QUALIFICATION.** The affairs of the Association shall be governed by the Board of Directors. The Board of Directors shall have three (3) members. The initial Board of Directors shall consist of those individuals named as Directors in the Articles of Incorporation. For so long as the Company is a Record Owner of any Lot, it shall be entitled to appoint a majority of the Directors, which appointees shall serve at the pleasure of the Company. The appointees of the Company shall not be required to be Record Owners. At the first annual meeting, the Record Owners shall elect a Director to serve a two (2) year term. At such time as the Company shall not be a Record Owner, the Association shall at the first annual meeting held after the Company is no longer a Record Owner, elect three (3) directors for such terms as set forth hereinafter. Each director shall be either: a Record Owner, in whole or in part; or the lawfully married spouse of a Record Owner; or, if the Record Owner is a corporation or trust, such individual as may be named, in writing by the corporation or trust, as its representative, provided that no more than one (1) Director may be elected from any one (1) lot. If any Director shall cease to be a Record Owner, or their spouse shall cease to be a Record Owner, or during the term of office of designated representative of a corporation or trust such entity shall cease to be a Record Owner, he shall have been deemed to have resigned his office as Director, effective upon the conveyance of his interest in his Lot. All Directors shall be natural persons.

**7.2 VACANCIES IN BOARD OF DIRECTORS.** Vacancies in the Board of Directors, other than removal of a member of the Board by vote of the Association, shall be filled by majority vote of the remaining directors, even if less than a quorum, and the Director so elected shall hold office until his successor is elected by the Record Owners, who may make such election at the next Annual Meeting, or at any special meeting called for that purpose. Provided, that if the vacancy is for a Director who had previously been appointed by the Company, the Company shall have the sole and exclusive right to appoint his replacement.

**7.3 TERM OF OFFICE.** At the first Annual Meeting of the Association after the Company shall no longer be a Record Owner, one (1) member of the Board of Directors shall be elected

to serve a term of three (3) years; one (1) member of the Board of Directors shall be elected to serve a term of two (2) years; and the remaining member of the Board of Directors shall be elected to serve a term of one (1) years. Thereafter, at each Annual Meeting, the Record Owners shall vote to elect a Director to replace the Director whose term has expired and the Director so elected shall serve for a term of three (3) years. No person shall serve for more than two (2) consecutive terms (either part of whole terms) as a member of the Board of Directors. All members of the Board of Directors shall serve until their successors have been elected.

**7.4 REMOVAL OF MEMBERS OF THE BOARD OF DIRECTORS.** At any regular or special meeting of the Association duly called, any one or more members of the Board of Directors may be removed with or without cause by a majority of the Record Owners, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed to the Association shall be given an opportunity to be heard at such meeting prior to any vote on removal. Notwithstanding the preceding, the Directors appointed by the Company shall serve at the pleasure of the Company and may only be removed from office by the Company.

**7.5 POWERS OF THE BOARD OF DIRECTORS.** The Board of Directors shall have power:

7.5.1 necessary for the administration of the affairs of the Association and may do all such acts and things that are not by law or these By-laws directed to be executed and done by the Association or individual members; and

7.5.2 to call special meetings of the Record Owners whenever it deems necessary and it shall call special meetings at any time upon request, as specified in Paragraph 7.2 herein; and

7.5.3 to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security of fidelity bond as it may deem expedient. Nothing herein shall be construed to prohibit the employment of any Record Owner, officer or member of the Board of Directors in any capacity whatsoever; and

7.5.4 to establish, levy, assess and collect (to include foreclosure of liens) the assessments, special assessments, and charges referred to in Paragraph 10.1; and

7.5.5 to exercise for the Association all powers, duties and authorities vested in or delegated to the Association, except those reserved to the Record Owners in the Articles of Incorporation or in these By-laws or in the Declaration; and

7.5.6 to employ a management agent at compensation established by the Board of Directors to perform duties and services as the Board of Directors may provide; and



7.5.7 to dissolve the Corporation upon a vote of two-thirds (2/3) of the Board; and

7.5.8 such other and further duties as may be imposed in the Articles of Incorporation and By-laws.

**7.6 DUTIES OF THE BOARD OF DIRECTORS.** The Board of Directors shall have power, in addition to those duties imposed by these By-laws, or by resolutions of the Association, as follows:

7.6.1 compliance with all terms and conditions of the Declarations and the enforcement of same; and

7.6.2 care, upkeep, maintenance and repair of the Entrances and Common Properties, and such other obligations as may be established by the Declaration; and

7.6.3 collection of assessments, both regular and special and any and all other levies fixed by the Board of Directors from Record Owners and to include the liening and foreclosure of such liens; and

7.6.4 employment, dismissal and control of the personnel necessary to carry out the duties of the Board of Directors, to include a management agent or company; and

7.6.5 to cause to be kept a full record of all its acts and corporate affairs; and

7.6.6 to supervise all officers, agents and employees of the Association and to see that their duties are properly performed, to include the mailing of the minutes of the meetings of the Board of Directors to all Record Owners; and

7.6.7 to cause to be established and kept an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Properties and Entrances, and such other properties as the Association shall be contractually bound to keep and maintain. Said fund is to be established and maintained out of the regular assessments for common expenses, provided that during the period in which the fund is being established, special assessments may be made, if required; and

7.6.8 such other and further powers as may be imposed in the Articles of Incorporation and By-laws.

**7.7 LIABILITY OF DIRECTORS.** The members of the Board of Directors shall not be liable to the Record Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless such contracts have been made in bad faith or contrary to the provisions of the Declaration or these By-laws. It is intended that the members of the Board of Directors shall



have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible and shall not be deemed self dealing for the Association to contract with the Company, or with corporations or other entities owned, controlled or affiliated with the Company. It is intended that the liability of any member of the Board of Directors arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportions of the total liability thereunder as his interest in the Common Properties and Limited Common Properties bears to the interest of all Record Owners in the Common Properties and Limited Common Properties. Every agreement made by the Board of Directors, or by any managing agent or by any management firm, as the case may be, is made in the capacity only as an agent for the Record Owners and shall have no personal liability thereunder (except as a Record Owner). Moreover, each Record Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Properties and Limited Common Properties bears to the interests of all Record Owners in the Common Properties and Limited Common Properties.

**7.8 REGULAR MEETINGS.** Regular meetings of the Board of Directors shall be held at such times and in such places as may be determined from time to time by a majority of the Board of Directors, but not less than two (2) meetings shall be held each year. One such meeting shall be held immediately after the Annual Meeting of the Record Owners of the Association. Notice of the meetings shall be given by the Secretary or such other designated person to each member of the Board of Directors, either personally or by mail, telephone, or other electronic medium as may be reasonable at least ten (10) days prior to the day designated for such meeting.

**7.9 SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by the President or the Chairperson of the Board of Directors, upon three (3) day notice, either personally or by mail, telephone, or other electronic medium as may be reasonable, which shall state the time, place and purpose of such meeting. Any Board Member may request that he be allowed to attend and participate by telephone conference. Special meetings of the Board shall be called if requested in writing by at least two (2) members of the Board of Directors with such notice specifying the business to be conducted. The President shall determine the time and place of such meeting.

**8. ASSOCIATION OFFICERS.** The officers of the Association shall be the President, Vice President, Secretary, and Treasurer and such other officers as may be elected by the Board of Directors. All officers shall be members of the Board of Directors. The Board of Directors shall elect all officers at the meeting of the Board of Directors immediately following the Annual Meeting of the Record Owners. All officers shall be elected by majority vote of the Directors and shall hold office at the pleasure of the Board of Directors. Any two offices may be held by the same person except the office of President and Secretary.

**8.1 DUTIES OF THE PRESIDENT.** The President shall preside over the meetings of the Board of Directors, shall see that the orders and resolutions of the Board of Directors are

carried out and shall be empowered to sign all documents on behalf of the Board of Directors.

**8.2 DUTIES OF THE VICE-PRESIDENT.** The Vice-President shall, in the absence of the President, perform all duties of the President.

**8.3 DUTIES OF THE SECRETARY.** The Secretary shall record the votes and keep the minutes and records of all proceedings in a book to be kept for that purpose. The Secretary shall also keep a book of all Record Owners, setting forth their addresses and the interest they hold in any Lot and the Common Property and Limited Common Property.

**8.4 TREASURER.** The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall cause to be disbursed such funds as may be directed by the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be required for disbursement of funds in the normal course of business.

**8.5 REMOVAL OF OFFICERS.** Upon majority vote of the members of the Board of Directors, any officer may be removed from office and in such event the Board of Directors, by majority vote, shall name a replacement therefore to serve out the remaining term of such officer.

## **9. OBLIGATIONS OF RECORD OWNERS**

**9.1 MAINTENANCE AND REPAIR.** Every Record Owner has the following obligations with respect to maintenance and repair, subject to the right and obligation of the Association to repair and maintain the Common Properties, Limited Common Properties and the Exterior of the Units:

9.1.1 To perform promptly all maintenance and repair work within his Lot and the improvements located thereon which, if omitted, would affect any portion of the Common Property, Limited Common Property, or any property, real, personal or mixed, belonging to another Record Owner, and for failure to do so shall be liable as otherwise provided herein.

9.1.2 To maintain and keep in good repair all improvements located on any Lot at his expense.

## **10. ASSESSMENTS**

**10.1 ADOPTION OF BUDGET AND ESTABLISHMENT OF ASSESSMENTS.** The Board of Directors shall annually prepare a budget for the operation of the Association. This budget shall be presented to the Record Owners along with the Notice of the Annual Meeting. The budget shall set forth the annual assessment to be levied against each Lot for the upkeep, repair, and maintenance of the Common Properties, the Limited Common Properties, the exterior of the Units, improvements located thereon, and any other properties

that the Association may be contractually obligated to maintain and repair. The Record Owners shall vote to adopt or reject the budget at the Annual meeting. In the event the Board of Directors proposes a Special Assessment, the total amount of the Special Assessment, the amount of the assessment on each Lot Owner, and purpose for which such Special Assessment is to be spent, shall be presented to the Record Owners along with the Notice of Annual Meeting, provided, that a special assessment may be proposed and thereafter voted on at any meeting of the Record Owners duly convened and for which notice of the purpose of such meeting has been given. The initial assessment shall be \$100 per annum. Such assessment shall not be increased on an annual basis more than the greater of the percentage of Woodside Plantation Property Owners' Association ("WPPOA") annual assessment or 5%.

**10.2 DELINQUENT ASSESSMENTS.** All assessments shall be due and payable in accordance with the schedule of payments adopted as part of each annual budget and/or special assessment. In the event that the Board of Directors shall have adopted a payment schedule wherein it has allowed the annual assessment to be paid in installments, and a Record Owner allows any installment to become delinquent for more than thirty (30) days, the Board of Directors may accelerate all balances due and require any outstanding balances be paid immediately. In the event that any Record Owner is delinquent for more than fifteen (15) days past the due date of any payment due, all such sums due shall bear interest, compounded monthly, at a rate established by the Board of Directors at the Annual Meeting of the Board of Directors held directly after the Annual Meeting of the Record Owners. Additionally, each such delinquent payment shall be subject to a late charge in accordance with a schedule of late charges established by the Board of Directors at the Annual Meeting of the Board of Directors held directly after the Annual Meeting of the Record Owners. In the event that any account is turned over to a third party or attorney for the purpose of collection of any delinquent assessment, late charge, or interest, the Record Owner shall be responsible for all costs of collection, to include attorney's fees, court costs, receiver's fees, the cost of documentary evidence, and any other costs reasonably related to the collection of the outstanding monies. These costs of collection shall also constitute a lien against the Lot and shall be subject to foreclosure. The Board of Directors may take such action as it deems necessary to collect the delinquent assessment by an action at law against the Record Owner personally or by foreclosing said lien, and may settle or compromise the same if deemed in its best interest. The Association shall be entitled to bid at any judicial sale held pursuant to a suit to foreclose any lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien being enforced. Upon commencement of any foreclosure action, the Association shall be entitled to the appointment of a receiver for the Lot and the Record Owner shall be required to pay reasonable rental for the Lot to such receiver.

**10.3 APPLICATION OF SURPLUS.** Any payments or receipts to the Association, whether from Record Owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be kept by the Association and applied against the Association's expenses in the future.

11. **AMENDMENT OF BY-LAWS.** These By-laws, with the exception of Paragraphs 2 and 3, may be repealed, altered, or amended as follows: (i) any proposed Amendment shall be submitted to the Board of Directors and shall be subject to a vote of the Board of Directors regarding the recommendation of the Board regarding its adoption; then, (ii) in the event the amendment has received unanimous support from the Board of Directors, then in that event, the amendment shall be adopted in the event that it shall receive a majority vote of the Record Owners present at an Annual Meeting or any Special Meeting; or, (iii) in the event the amendment has not received unanimous support of the Board of Directors, then in that event, the amendment shall be adopted in the event it shall receive an affirmative vote of not less than sixty-six (66%) percent of all Record Owners at an Annual Meeting or any Special Meeting. Any proposed amendment shall be mailed to every Record Owner not less than thirty (30) days before the meeting of the Record Owners during which the Amendment shall be voted upon.

12. **ESTABLISHMENT OF RULES AND REGULATIONS FOR COMMON AND LIMITED COMMON PROPERTIES.** The Board of Directors may from time to time adopt, amend, or repeal rules and regulations regarding the use of the Common Property. A copy of any rules and regulations, other than those contained hereinafter, shall be distributed to each Record Owner and posted in at least one (1) conspicuous location within the Common Property within thirty (30) days of being adopted or amended.

12.1 **CONFLICT.** In the event of any conflict between the Rules and Regulations adopted by the Board of Directors and these By-laws or the Declaration, the latter shall prevail.

12.2 **COMPLIANCE.** All Record Owners, their guests and tenants must, at all times, comply with the Rules and Regulations adopted by the Board of Directors. Should any person fail to comply therewith, then such person may be fined in accordance with a schedule of fines adopted by the Board of Directors as part of the Rules and Regulations and such fine shall be in addition to any other legal or equitable remedy available to the Association.

13. **CONFLICT.** In the event of any conflict between the provisions of these By-laws and Declaration, the latter shall prevail.

RECORDED 1-6-99 @ 1425 hrs  
*[Signature]*  
R.M.C. AIKEN COUNTY





STATE OF SOUTH CAROLINA )

COUNTY OF AIKEN )

MISCELLANEOUS

VOL 98 / PAGE 177

SIXTEENTH AMENDMENT TO THE  
DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.

THIS SIXTEENTH AMENDMENT to the Declaration of Covenants and Restrictions is made  
this 28 day of June 1999 by the Directors of the Woodside Plantation Property Owners Association,  
Inc.

**WITNESSETH:**

**WHEREAS**, on September 5, 1986, the Declaration of Covenants and Restrictions  
("Declaration") was adopted by Woodside Plantation Property Owner's Association, Inc. ("WPPOA")  
and Woodside Development Company of Aiken, Inc ("WDC") and recorded in the Office of the  
Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page  
93, et. Seq.; and,

**WHEREAS**, the Declaration has been amended by First Amendment dated June 30, 1986, and  
recorded in the RMC at Deed Book 513, at Page 241;  
by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page  
246;  
by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at  
Page 296;  
by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at  
Page 65;  
by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at  
Page 215;  
by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at  
Page 219;  
by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599,  
at Page 38;  
by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at  
Page 344-346;  
by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at  
Page 345-346;  
by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at  
Page 181-183;  
by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at  
Page 36-38 and  
by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at  
Page 129-132.  
by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book  
938 at Page 158-161.  
by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book  
953 at Page 113-115.  
by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at  
Page 247-249.

**WHEREAS**, on March 5, 1999, the Board of Directors of the WPPOA gave notice to the Members of the WPPOA of the special Covenant Amendment Meeting of the WPPOA to be held on April 27, 1999; and,

**WHEREAS**, three-fourths (3/4) of the votes cast on the following proposed amendment were cast in favor thereof.

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

1. By a quorum vote, Section 3(a), Article III, Part 3 of the Covenants be amended to read as follows:

"Property shall not be classified for purposes of these Covenants and these Annual Assessments as a Residential lot, whether conveyed to the purchaser by the Company, or held by the Company in its own inventory, until the first day of the month following the month in which all of the following have been accomplished. (Paragraphs 1, 2 and 3 to remain as are.) The annual assessment for the residential lot shall be prorated based upon the number of months remaining in the calendar year."

2. By a quorum vote, Section 3 (b), Article III, Part 3 of the Covenants be amended to read as follows:

"Property shall not be classified for purposes of these Covenants and those Annual Assessments as a Dwelling Unit until roof, windows and exterior doors have been installed. Assessment and the improved property rate shall begin on the first day of the month following the month in which classification as a Dwelling Unit occurs."

3. By a quorum vote, that Section 7, Article I, Part 3 of the Covenants be amended to read as follows:

Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast forty percent (40%) of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast twenty percent (20%) of the total vote of the membership of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such third meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this ARTICLE I, Section 7, and any other requirements for such "duly called meeting" which may be established by the By-Laws of the Association. This provision shall not apply when the proposed action is the



amendment of this Declaration and the quorum requirement established by Part Four, ARTICLE II, Section 2 shall govern in that instance. For the purpose of this Section 7, "proper notice" shall be deemed to be given when given each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

4. By a quorum vote, Section 8, Article III Part 3 of the Covenants be amended to read as follows:

Quorum for any Action Authorized Under This ARTICLE. The quorum required for any action authorized to be taken by the Association Members under this ARTICLE III shall be as follows:

The first time any meeting of the members of the Association is called to take action under this ARTICLE III, the presence at the meeting of Members or proxies entitled to cast forty percent (40%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast twenty percent (20%) of the total vote of the membership of the Association.

5. By a quorum vote, Section 2, Article II, Part 4 of the Covenants be amended to read as follows:

Quorum Required for Amendment by Members. The quorum required for any action authorized to be taken by the Association under this ARTICLE II shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this ARTICLE II, the presence at the meeting of the Members or proxies entitled to cast forty percent (40%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast twenty percent (20%) of the total vote of the Association.

In the instance of the utilization of a Proxy Vote in lieu of a called meeting for the sole purpose of Covenant Amendment changes by the Membership—A return of forty percent (40%) of the total vote of the Membership shall constitute a quorum. For the purpose of this section 2, "Proper Notice" shall be deemed to be given when given each member not less than thirty (30) days prior to the date said proxies are due back to the WPPOA office for tally. A simple majority of all recorder proxy votes, providing the above number requirement is met, shall constitute a valid decision to pass or fail any article. In the event this provision is not met, an additional mailing will be made with a requirement of a total Proxy vote return of twenty percent (20%). In the event this requirement is not met, the Property Owners Association may, at its discretion, call for a vote at the next POA annual meeting.

6. By a quorum vote, Section 6, Article III, Part 4, Exhibit C of the Covenants be amended to read as follows:

Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast forty percent (40%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast twenty percent (20%) of the total vote of the Membership of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such third meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this ARTICLE III, Section 6, and any other requirements for such "duly called meeting" which may be established by the By-Laws of the Association. This provision shall not apply when the proposed action is the amendment of the Declaration and the quorum requirement established by Part Four, ARTICLE II, Section 2 of the Declaration shall govern in that instance. For the purpose of this Section 6, "proper notice" shall be deemed to be given when given to each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

7. By a quorum vote, Section 4, Article IV, Part 4, Exhibit C of the Covenants be amended to read as follows:

Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, forty percent (40%) of the total vote of each Membership class shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation, the Declaration, or these By-Laws.

8. By a quorum vote, Section 3, Article II, Part 3 of the Covenants be amended to read as follows:  
(Add as the last paragraph to Section 3)

Prior to any acceptance of any roads being transferred to the Woodside Property Owners Association, the following criteria must be met.

- 1) Developer completes road and requests City Engineer inspection.
- 2) City Engineer inspects and advises developer of needed corrections. POA representative will be invited to attend this inspection.
- 3) Developer makes corrections and City Engineer issues a one-year maintenance bond, copy of which is sent to the POA.
- 4) POA sets up a system that will tickle this bond issuance letter eleven months after it has been issued.
- 5) POA requests City Engineer to conduct final inspection.
- 6) City Engineer inspects and advises developer of corrections needed. POA representative will be invited to participate.
- 7) City Engineer will advise POA that all corrections have been made.
- 8) The developer will have the Aiken Public Safety Department review new roads for appropriate traffic considerations and signs.

- 9) All signs and other safety items will be installed and the developer will advise the POA that they are installed.
- 10) The POA will advise the developer that the POA accepts the road.

It is further agreed that irrigation systems and appropriate landscaping must be installed alongside all Roads in which the Roadside is not platted for any type dwelling units. Curbing on roadsides within Woodside Plantation must be of concrete along any road platted for any type of dwelling units. Curbing along Roadsides not platted for any type dwelling units may be asphalt.

9. By a quorum vote, Section 2, Article I, Part 3 of the Covenants be amended to read as follows:

TYPE "B" - Type "B" Members shall be all those Owners, including the Company, of platted Public or Commercial Sites, Duplex Tracts and Multi-Family Tracts. A Type "B" Member shall be entitled to one (1) vote for each platted lot or (1) vote for each .5 (1/2 acre) contained in the Public or Commercial Site(s), Duplex Site(s) or Multi-Family Tract(s) which such Member owns; provided, however, that in computing the number of votes such Member shall have, the area contained in such property shall be rounded off to the nearest one-half (0.50) of one (1) acre.

10. By a quorum vote, Section 2, Article I, Part 3 of the Covenants be amended to read as follows:

TYPE "C" - Type "C" Members shall be all such owners including the Company, of Public and Commercial Units and Private Recreational Tract. All Type "C" Members except golf course property shall be entitled to one (1) vote for each Two Hundred Fifty Dollars (\$250) in annual assessments paid to the Association; provided, however, that in computing the number of votes such an Owner shall have, the amount of assessments shall be rounded off to the nearest two hundred fifty dollars. (\$250). In the area of golf course tracts, the "C" member shall be entitled to five (5) votes per each golf hole accruing full POA assessments.

11. By a quorum vote, Section 2, Article I, Part 3 of the Covenants be amended to read as follows:

TYPE "D" - Type "D" Members shall include all those owners, including the company, of Unsubdivided Lands and Development Unit Parcels held and intended for future development by the company or some third party. A Type "D" Member shall be entitled to one (1) vote for each Two Hundred Fifty Dollars (\$250) of annual assessments paid to the Association; provided, however, that in computing the number of votes such an Owner shall have, the amount of assessments shall be rounded off to the nearest Two Hundred Fifty Dollars (\$250).

12. By a quorum vote, Section I, Article I, Part I of the Covenants be amended to read as follows:

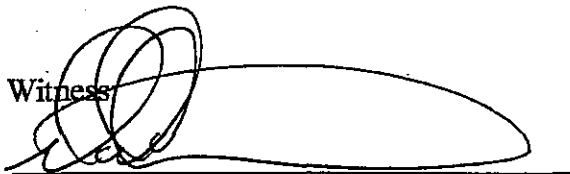
The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

MISCELLANEOUS  
VOL 981 PAGE 182

Any text throughout the entire Declaration of Covenants, Amendments and By-Laws, shall use various descriptive words interchangeably, when and if appropriate. When appropriate, based on current responsibility, the terms Company, Architectural Review Board, and Association will mean that that responsibility falls upon the existing governing body. (For example: many past areas of responsibility fell under the direct control of "The Company" which may now be under the auspices of the "Association".

13. This Sixteenth Amendment to Declaration is executed this 28 day of June 1999.

Witness

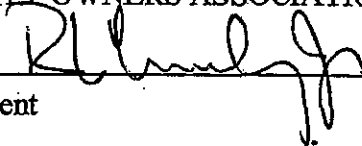


John M. Driss

WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION

By: \_\_\_\_\_  
Its President

And By: \_\_\_\_\_  
Its Secretary





STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me GERALDINE V. JOHNSON and made oath that (s)he saw the within named ROD L. GRANDY, JR, President of Woodside Plantation Property Owners Association, and DARRELL R RAINS, Secretary of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

  
Witness

SWORN to before me this 24th day of June 1999.

Geraldine V. Johnson  
Notary Public for South Carolina  
My Commission Expires: 7-13-2000  
(Seal)



After Recording, please return to:  
Woodside Plantation POA  
1411 Silver Bluff Road  
Aiken, SC 29803  
(803) 641-9663

hs.  
6-28-99 at 1515  
RECORDED  
Judith V. Warner  
R.M.C. AIKEN COUNTY



12  
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )  
SEVENTEENTH AMENDMENT TO THE  
DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.

THIS SEVENTEENTH AMENDMENT to the Declaration of Covenants and Restrictions is made this 2nd day of December, 1999 by the Directors of the Woodside Plantation Property Owners Association, Inc.

**WITNESSETH:**

**WHEREAS**, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owner's Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. Seq.; and,

**WHEREAS**, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;  
by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;  
by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;  
by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;  
by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;  
by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;  
by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;  
by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;  
by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;  
by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;  
by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38 and  
by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132.  
by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161.  
by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book 953 at Page 113-115.



by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249.

By Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183.

**WHEREAS**, on August 16, 1999, the Board of Directors of the WPPOA gave notice to the Members of the WPPOA of the Annual Meeting of the WPPOA to be held on September 21, 1999; and,

**WHEREAS**, three-fourths (3/4) of the votes cast on the following proposed amendment were cast in favor thereof.

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

1. By a quorum vote, Part Three, Article II, Section 3, be amended to read as follows: (Add to last paragraph to Section 3 after Amendment on Roads acceptance).

#### LAKES/DAMS ACCEPTANCE INTO COMMON PROPERTY

##### WATER QUALITY

1. A detailed report of the chemical levels in the water prepared by a DHEC (SC DEPT OF HEALTH AND ENVIRONMENTAL CONTROL) recognized testing organization shall be provided. The report should compare the test results with what is considered by DHEC to be a normal level for this type of body of water. The test results must indicate that the level of chemicals in the water meet or exceed DHEC regulations and/or recommended standards.
2. The body of water shall have been treated for algae and weeds by a DHEC approved or state registered "Land-Water Testing/Treatment Facility" for a period of at least 6 months prior to the scheduled turnover to the POA. Treatment reports must be made available to the POA upon request.
3. The body of water shall contain a level of aquatic plant life or in-lake vegetation in accordance with the recommendations of DHEC and/or the SC Dept of Natural Resources.

##### FISH

1. The body of water shall have been stocked with a reasonable quantity and variety of fish as recommended by the SC Dept of Natural Resources.

##### DEPTH OF WATER

1. The depth of the body of water shall be a minimum of 9 feet from the surface over 50% of its area and a minimum of 5 feet over 75% of its area.
2. Evidence must be provided that the Water Level of the body of water has been stable, within limits of evaporation, for a period of not less than 6 months prior to acceptance and that no

artificial methods (i.e.; wells, etc.) were used to obtain stability, unless specifically approved in advance by the POA.

#### CONDITION OF DAM AND CONTROL BOX

1. An inspection report prepared by a SC State recognized/certified testing organization (Equivalent to LAW ENGINEERING ) within 30 days prior to acceptance of a dam must be provided the POA indicating that the dam meets all DHEC and SC standards and regulations.
2. An inspection report prepared by a SC State recognized/certified testing organization (Equivalent to LAW ENGINEERING ) within 30 days prior to acceptance of a dam must be provided the POA indicating that there are no leaks in the control box, that the overall condition of the structure relative to its construction is sound, and that the valves in the water level control structure are constructed of quality materials and are functioning properly.

#### BANKS

1. All banks will have been made accessible by mowing, cutting, trimming, or removal of trash that may have accumulated. All dam surfaces must have proper vegetation to meet DHEC regulations/recommendations.

#### INLET/SPRING FEEDS

1. All sources of water feeding the body of water such as culverts, drainage ditches, etc., need to be stabilized, cut or dredged to a proper depth as recommended by DHEC.
2. Where determined by DHEC, eroding inlets and banks must be stabilized using rip rap or other recognized methods.
3. Rip rap rock filters should be utilized to reduce the amount of silt entering the water in areas where required or recommended by DHEC.

#### FINAL ACCEPTANCE OF BODY OF WATER

Final acceptance of a body of water will be submitted in writing and approved by a majority of the POA Board of Directors agreeing that the owner of the given body of water has met all of the above requirements.

Any exceptions to the above requirements must be in writing and approved by a majority vote of the WPPOA Board of Directors.

2. By a quorum vote, Part III, Article III, Section 11 (p.62-63), of the Covenants be amended to read as follows:

Section 11. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner. The Lien: Remedies of Association.

If the assessment is not paid on or before the past-due date specified in Section 9 hereof, then such assessment shall become delinquent and shall, together with a late charge



thereon at the rate of (\$25.00) twenty-five dollars per month from the due date and cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner at the time when the assessment first became due and payable to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors-in-title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such assessment the late charges hereinabove specified until judgment, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment at the rate of eighteen percent (18%) per annum or the maximum lawful rate on such judgments and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

In addition to the rights of action set forth above, the Board of the Association may suspend the membership rights of any Member during the period when the assessment remains unpaid. Upon payment of such assessment and late charges etc., the Owner's rights and privileges shall be automatically restored. This provision shall not empower the Board to suspend the rights to use the roads within the Property.

This Seventeenth Amendment to Declaration is executed this 2nd day of December, 1999.

WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION

Witness:

Lucille E. Talton  
Cynthia L. Griffin

By:

Its President

RL Cumbly Jr

Witness:

Paula V Berry  
Shara A Sme

And By:

Its Secretary

James R Rain

STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me LUCILLE E. TOLTON and made oath that (s)he saw the within named RL GRADY JR, President of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Cynthia L. Griffin  
Witness

SWORN to before me this 30 day of Nov., 1999.

Lucille E. Tolton  
Notary Public for South Carolina  
My Commission Expires: My Commission Expires October 6, 2004  
(Seal)

After Recording, please return to:

Woodside Plantation POA  
1411 Silver Bluff Road  
Aiken, SC 29803  
(803) 641-9663



STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me Paula T. Berry and made oath that (s)he saw the within named Darrell R. Rains, Secretary of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Paula T. Berry  
Witness

SWORN to before me this 2nd day of December, 1999.

Sharon Stone  
Notary Public for South Carolina  
My Commission Expires: 10/14/2007  
(Seal)

After Recording, please return to:

Woodside Plantation POA  
1411 Silver Bluff Road  
Aiken, SC 29803  
(803) 641-9663

12-3-99 at 10:10  
RECORDED  
Judith V. Warner  
R.M.C. AIKEN COUNTY

Re-recording: \$10.00  
Re-recording: \$10.00  
Return to C.E. Simons, III

10/5 MISCELLANEOUS 37  
VOL 1011 PAGE 45

COPY

1002  
STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

EIGHTEENTH AMENDMENT  
~~SEVENTEENTH AMENDMENT~~  
SUPPLEMENTARY DECLARATION TO  
THE COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC. AND  
WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Plantation Property Owners' Association did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, (RMC) in Deed Book 451, Page 93, et seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the ~~seventeenth~~ <sup>eighteenth</sup> such addition to the Declaration; and

WHEREAS, pursuant to the provisions of PART ONE, ARTICLE II, Section 2 of the Declaration, Woodside Development Limited Partnership ("WDLP"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration of Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and after the filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, as permitted by PART ONE, ARTICLE II, Section 2 and other applicable provisions of the Declaration, the additional properties added hereby are being subjected to the Declaration subject to certain additional provisions and modifications of existing provisions relating to responsibility for conducting the architectural review process as to such properties hereby added to the Property.

NOW THEREFORE, the undersigned Woodside Development Limited Partnership by WSC Corp., its general partner, by its duly elected Vice President, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.

2. Pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2 of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this ~~Seventeenth~~ <sup>Eighteenth</sup> Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complimentary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restrictions of the Declaration, as supplemented and modified, shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration.

3. As permitted by the provisions of PART ONE, ARTICLE II, Section 2 (a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall be added to the Property subject to certain modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC in Volume 934 at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC in Volume 944 at Page 26, intended to create a second architectural review board referred to as "ARB II" with architectural review authority for certain platted subdivisions in Woodside Plantation, with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five percent (95%) of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from WDLP to Woodside Plantation Property Owners' Association, Inc.

<sup>Eighteenth</sup>  
4. This ~~Sixteenth~~ Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of PART ONE, ARTICLE II, Section 2 of the Declaration and shall become effective upon the recordation of same.

5. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated and shall remain in full force and effect as so modified, supplemented and changed.



1015 MISCELLANEOUS 40  
VOL 1011 PAGE 48

6. This Seventeenth Amendment/Supplementary Declaration is executed this 13<sup>th</sup> day of January, 2000.

Woodside Development Limited Partnership  
By WS Corp., its general partner

Charles E. Brimms, Jr.  
Witness

By: Z. Warren  
Lewis Warren  
Its: Vice President/General Manager

Mary L. Keith  
Witness/Notary Public

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN ) ACKNOWLEDGMENT

I, Mary L. Keith, the undersigned notary, do hereby certify that Woodside Development Limited Partnership by WS Corp., its general partner, by Lewis Warren its Vice President/General Manager did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13<sup>th</sup> day of January, 2000.

Mary L. Keith  
Notary Public for South Carolina  
My Commission Expires: 03/18/01



Re 9-16-00 at 1630 hrs.  
Judith V. Warner  
RECORDED  
R.M.C. AIKEN COUNTY

RECORDED 1-14-2000 @ 1330 hrs.  
Judith V. Warner  
R.M.C. AIKEN COUNTY

10/15 MISCELLANEOUS 38  
VOL 1011 PAGE 46

**EXHIBIT A**

ALL that certain piece, parcel or tract of land, situate, lying and being in Woodside Plantation, Aiken County, South Carolina, shown and described as Spalding Lake, Woodside Plantation, Phase 2, Section 18F on a plat thereof dated November 23, 1999 which was prepared for Woodside Development Limited Partnership by Southern Partners, Inc. and was certified to by Thomas M. Graham, SCRLS #5380-B, which plat being recorded in the Office of the Register of Mesne Conveyances for Aiken County, South Carolina in Plat Book 39 at Page 344 .

The above-described Spalding Lake, Woodside Plantation, Phase 2, Section 18F contains approximately 12 acres, more or less, and is subdivided into Lots 447 through 472, including related roadways and open/common area. For a more detailed description of the area encompassing Spalding Lake, Lots 447 through 472, reference is had to the above-described plat of record.

Tax Parcel No:           Portion of 135.0-01-320

**After recording, please return to:**

**Woodside Development Limited Partnership  
1419 Silver Bluff Road  
Aiken, SC 29803  
(803) 643-4653**

**STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF AIKEN )**

**NINETEENTH AMENDMENT/  
SUPPLEMENTARY DECLARATION TO  
THE COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC. AND  
WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.**

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Plantation Property Owners' Association did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, (RMC) in Deed Book 451, Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the nineteenth such addition to the Declaration; and

**WHEREAS**, pursuant to the provisions of PART ONE, ARTICLE II, Section 2 of the Declaration, Woodside Development Limited Partnership ("WDLP"), as successor in interest to Woodside Development Company of Aiken, Inc. desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration of Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2 and other applicable provisions of the Declaration, the additional properties added hereby are being subjected to the Declaration subject to certain additional provisions and modifications of existing provisions relating to responsibility for conducting the architectural review process as to such properties hereby added to the Property.

**NOW THEREFORE**, the undersigned Woodside Development Limited Partnership by WSC Corp., its general partner, by its duly elected Vice President, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.

EXHIBIT

ALL that certain piece, parcel or lot of land, situate, lying and being in the Southwester section of the City of Aiken, Aiken County, South Carolina, containing 22.23 acres, as shown upon a plat of same prepared for Woodside Development Limited Partnership by Southern Partners, Inc., under date of January 14, 2000, which said plat has been recorded in Plat Book 42, at page 275, in the Office of the R.M.C. for Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

Being the same property conveyed unto Woodside Development Limited Partnership, by deed of Sidewood Development, LLC, dated March 31, 2000, and recorded in Deed Book 1975, at page 67, said County records.

All of Tax Parcel No. 00-159-05-009

Portion of Tax Parcel No. 00-135-01-275



2. Pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2 of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this Nineteenth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complimentary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restrictions of the Declaration, as supplemented and modified, shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration.

3. As permitted by the provisions of PART ONE, ARTICLE II, Section 2 (a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC in Volume 944 at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC in Volume 944 at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation, with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five percent (95%) of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from WDLP to Woodside Plantation Property Owners' Association, Inc.

4. This Nineteenth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of PART ONE, ARTICLE II, Section 2 of the Declaration and shall become effective upon the recordation of same.

5. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated and shall remain in full force and effect as so modified, supplemented and changed.

6. This Nineteenth Amendment/Supplementary Declaration is executed this 9<sup>th</sup> day of May, 2000.

Woodside Development Limited Partnership  
By WSC Corp., its general partner

Mike May  
Witness

By: L. Warren  
Lewis Warren  
Its: Vice President/General Manager

Charles E. Simons, III  
Witness/Notary Public

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

ACKNOWLEDGMENT

I, Charles E. Simons, III, the undersigned notary, do hereby certify that Woodside Development Limited Partnership by WSC Corp., its general partner, by Lewis Warren its Vice President/General Manager did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 9<sup>th</sup> day of May, 2000.

Charles E. Simons, III  
Notary Public for South Carolina  
My Commission Expires: 12/19/00



Woodside Dev. LP  
419 S. Bluff Rd.  
Aiken, SC 29803

RECORDED  
5-15-00 1410hs  
L. Warren  
A.I.C. AIKEN COUNTY



MISCELLANEOUS

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

VOL 1050 )  
PAGE 303 )

TWENTIETH AMENDMENT TO THE  
DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.

THIS TWENTIETH AMENDMENT to the Declaration of Covenants and Restrictions is made this 30<sup>th</sup> day of November, 2000 by the Directors of the Woodside Plantation Property Owners Association, Inc.

WITNESSETH:

**WHEREAS**, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owner's Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. Seq.; and,

**WHEREAS**, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;  
by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;  
by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;  
by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;  
by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;  
by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;  
by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;  
by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;  
by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;  
by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;  
by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38;  
by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132;  
by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161;  
by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book 953 at Page 113-115;  
by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249;



MISCELLANEOUS  
VOL 1050 PAGE 304

by Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183;

by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Pages 323-328;

by Eighteenth Amendment dated January 13, 2000 and recorded in the RMC at Deed Book 1015 at Pages 37-40;

by Nineteenth Amendment dated May 9, 2000 and recorded in the RMC at Deed Book 1025 at Pages 67-70.

**WHEREAS**, on August 18, 2000, the Board of Directors of the WPPOA gave notice to the Members of the WPPOA of the Annual Meeting of the WPPOA to be held on September 26, 2000; and,

**WHEREAS**, three-fourths (3/4) of the votes cast on the following proposed amendment were cast in favor thereof.

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

1. Resolved, that Part Two, Article I, Section 6. Completion of Construction be amended to read as follows:

"Construction of all dwellings and other structures must be completed within twelve (12) months after the construction of same shall have commenced. Construction begins upon issuance of the dated Woodside Plantation building permit. For dwellings, completion occurs when the dwelling is ready for occupancy as evidenced by issuance of a Certificate of Occupancy.

In those circumstances where the interior of the home has not been fully completed at the time of issuance of a Certificate of Occupancy the contractor must submit a schedule for completion of the interior to the Architectural Review Board for approval. The contractor and the owner shall take all steps necessary to assure that the interior of the home is completed as quickly as possible, to prevent the occurrence of unsightly conditions and to limit any activity which would be offensive or an annoyance to neighbors and the community.

For other structures, completion occurs according to the schedule contained in the request for approval of plans but in no case longer than twelve months after start of construction. Houses or other dwelling structures may not be temporarily or permanently occupied until issuance of a Certificate of Occupancy. Where completion is made impossible by strikes, fires, national emergency, natural calamities, or other events which would result in great hardship to the owner or contractor, an extension to the twelve-month completion period may be requested. Any such request must be made in writing to the Architectural Review Board, at least one month prior to the end of the scheduled completion date, and must present the basis for the extension.

## MISCELLANEOUS

VOL 1050 PAGE 305

During construction the contractor shall maintain the site in a reasonably clean and uncluttered condition. Upon completion of construction, the contractor shall immediately remove all equipment, tools, and construction material from the site. Any damage to roads, bike paths, common properties, restricted common properties or property owned by others which is caused by the contractor or other parties providing labor or services to the contractor shall be repaired at the expense of the contractor. Damage that is caused by labor or services that are being provided directly to the owner shall be repaired at the expense of the owner. Recovery of costs from others is the responsibility of the contractor or the owner.

Landscaping plans for all dwellings and other structures must be completely implemented within ninety (90) days after issuance of the Certificate of Occupancy with deviations requiring written approval of the Architectural Review Board."

2. Resolved, that Part Four, Exhibit "C", By-Laws of WPPOA, Article X, Section 8, Duties of the Officers be amended as follows:

### Treasurer

The Treasurer shall: (p16)

(a) have custody of the Association's funds and securities, except the funds payable to any management firm;

(b) sign all checks or authorize electronic transfers for disbursements approved by the governing board director(s);

(c) cause an annual audit of the Association to be completed in a timely fashion by a certified public accountant selected by the Board of Directors' Audit Committee and the results of such audit shall be reported to the Board of Directors' Audit Committee.

(d) the duties of the Treasurer shall be performed by an officer other than the Executive Director (non-officer) when the Treasurer is absent.

### Executive Director (Non-officer)

The Executive Director shall: (commensurate with other duties outlined elsewhere)

(a) keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors;

(b) prepare and co-sign the checks or co-authorize electronic transfers for disbursements of the Association as may be ordered and approved by the governing board director(s) in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all transactions and of the financial condition of the Association;

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VOL 1050 PAGE 306

(c) collect the assessment and maintenance fees and other receipts and shall promptly report the status of collections and of all delinquencies to the Board of Directors;

(d) give status reports to potential transferees on which reports the transferees may rely;

(e) in conjunction with the Association's accountant and such other persons as the Board of Directors may designate, shall prepare an annual budget for consideration, modification, if appropriate, and ultimate approval by the Board of Directors;

(f) the duties of the Executive Director shall be performed by an officer other than the Treasurer when the Executive Director is absent.

(g) the duties of the Executive Director may be fulfilled by a management firm employed by the Association, in which event such management firm shall have custody of the books of the Association as it determines is necessary for the performance of such Executive Director duties and the foregoing may include any books required to be kept by the Secretary of the Association.

3. Resolved, that Part Four, Exhibit "C", By-Laws of WPPOA, Article V, Section 5 Vacancies on Directorate, be amended to read as follows:

Section 5. Vacancies on Directorate. If the Office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Members of the Board of Directors, though less than a quorum, as defined in ARTICLE VI, Section 5 below, shall choose a successor or successors, at any regular or special meeting of the Board of Directors. Such replacement member of the Board of Directors shall hold office until the next annually scheduled Membership Meeting when the position will be filled through the normal election process.

This Twentieth Amendment to Declaration is executed this 30<sup>th</sup> day of November, 2000.

WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION

Witness:

Emil A. Gabel

By:

O. E. Bon  
Its President

Witness:

Rogel. Anderson

And By:

Jane C. Throckm  
Its Secretary

STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me Geraldine Y. Johnson and made oath that (s)he saw the within named A. E. Berry, President of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Rogel. Anderson 11/30/00  
Witness

SWORN to before me this 30th day of November, 2000.

Geraldine Y. Johnson  
Notary Public for South Carolina  
My Commission Expires: 7-6-2010  
(Seal)



~~After Recording, please return to:~~

Woodside Plantation POA  
1411 Silver Bluff Road  
Aiken, SC 29803  
(803) 641-9663

RECORDED

R.M.C.

AIKEN COUNTY

12-1-00 at 0930 hrs  
Judith V. Warner



STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

TWENTY-FIRST AMENDMENT/  
SUPPLEMENTARY DECLARATION TO  
THE COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc., did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, (RMC) in Misc. Book 451, at page 93, et.seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the twenty-first such addition to the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2 of the Declaration, Woodside Development Limited Partnership ("WDLP"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2, and other applicable provisions of the Declaration, the additional properties added hereby are being subjected to the Declaration subject to certain additional provisions and modifications of existing provisions relating to responsibility for conducting the architectural review process as to such properties hereby added to the Property.

**NOW, THEREFORE**, the undersigned Woodside Development Limited Partnership, by WSC Corp., its general partner, by its duly elected Vice-President, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.
2. Pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2, of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this



Twenty-first Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set hereafter. The operation and effect of the covenants and restrictions of the Declaration, as supplemented and modified, shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration.

3. As permitted by the provisions of PART ONE, ARTICLE II, Section 2 (a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the R.M.C. Office in Volume 934, at page 129, et. seq., as amended by the Amendment to the Twelfth Amendment recorded in the R.M.C. Office in Volume 944, at page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation, with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five percent (95%) of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from WDLP to Woodside Plantation Property Owners' Association, Inc.
4. The Twenty-first Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of PART ONE, ARTICLE II, Section 2, of the Declaration and shall become effective upon the recordation of same.
5. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated as shall remain if full force and effect as so modified, supplemented and changed.
6. This Twenty-first Amendment/Supplementary Declaration is executed this 17 day of January, 2001.



Woodside Development Limited Partnership  
By: WSC Corp., general partner

Mary L. Keith  
Witness

By: Stephen R. Bishop  
Stephen R. Bishop  
Its: Vice-President

Charles E. Simons III  
Witness/Notary Public

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

ACKNOWLEDGMENT

I, Charles E. Simons, III, the undersigned notary, do hereby certify that Woodside Development Limited Partnership, by WSC Corp., its general partner, by Stephen R. Bishop, its Vice-President, did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 17th day of January, 2001.

Charles E. Simons III  
Notary Public for South Carolina  
My Commission Expires: 11/20/2010

EXHIBIT A

ALL that certain parcel of land, situate, lying and being in the southwestern section of the City of Aiken in Aiken County, South Carolina, containing 61.87 acres, as shown upon a plat of same prepared for Woodside Development Limited Partnership by Southern Partners, Inc., Civil Engineers, Surveyors, Land Planners, on April 3, 2000, which said plat has been recorded in Plat Book 43, at page 146, in the Office of the R.M.C. for Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of subject property as to its metes, bounds and location.

The foregoing property will be developed into residential lots, consisting of Sections 20 and 21 of Phase Two, Woodside Plantation.

Being the same property conveyed unto Woodside Development Limited Partnership by deed of Sidewood Development, LLC, dated October 12, 2000, and recorded in Deed Book 2029, at page 307, records of Aiken County, South Carolina.

Tax Parcel Nos: Portion of 00-135-01-275 and 00-159-01-034.

1-17-01 at 1030 hrs.  
RECORDED  
Judith V. Warner  
R.M.C. AIKEN COUNTY

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

AMENDMENT TO THE  
TWENTY-FIRST AMENDMENT/  
SUPPLEMENTARY DECLARATION TO  
THE COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

**WHEREAS**, the Twenty-First Amendment/Supplementary Declaration (hereinafter "Twenty-First Amendment") to the Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc., and Woodside Development Company of Aiken, Inc., (hereinafter the "Woodside Covenants"), recorded in Misc. Book 1055, at page 153, said County records, brought the property described in Exhibit A thereto within the plan an operation of the Woodside Covenants; and

**WHEREAS**, Woodside Development Limited Partnership ("WDLP"), as successor in interest to Woodside Development Company of Aiken, Inc., intended to bring the property described in Exhibit A to the Twenty-First Amendment to the Woodside Covenants under the governance and control of the Forest Pines Neighborhood Association (the "Association"), a non-profit corporation established pursuant to South Carolina law, the By-Laws of which appear of record as Exhibit B to the Fifteenth Amendment to the Woodside Covenants, recorded in Misc. Book 953, at page 247, said County records; and

**WHEREAS**, WDLP has subsequently subdivided the property in the aforesaid Exhibit A into Sections 20 and 21, Phase 2, Woodside Plantation, respectively, and has sold residential lots therein to purchasers pursuant to written Contracts of Sale in which all purchasers have agreed that their lot would be subject to an annual assessment payable to the Forest Pines Neighborhood Association; and

**WHEREAS**, it being the desire of WDLP to subject the property set forth in Exhibit A to the Twenty-First Amendment to the Woodside Covenants to the governance and control of the Association and its By-Laws as a matter public record and as a supplement to the pre-existing contractual agreements between WDLP and the purchasers of residential lots within the aforesaid Exhibit A, i.e., Sections 20 and 21, Phase 2, Woodside Plantation,

**NOW, THEREFORE**, the undersigned, Woodside Development Limited Partnership by WSC Corp., its General Partner, by its duly elected Vice-President does hereby amend the Twenty-First Amendment to the Woodside Covenants as follows:

1. The property described in Exhibit A to the Twenty-First Amendment to the Woodside Covenants as recorded in Misc. Book 1055, at page 153, shall henceforth be subject to the governance and control of the Forest Pines Neighborhood Association and its By-Laws.

2. This Amendment to the Twenty-First Amendment to the Woodside Covenants is a self-executing amendment and addition to the Woodside Covenants pursuant to the authority contained in said Woodside Covenants and shall become effective upon the recordation of same.
3. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the said Woodside Covenants is reaffirmed and restated and shall remain in full force and effect.
4. This Amendment to the Twenty-First Amendment to the Woodside Covenants is executed this 11<sup>th</sup> day of July, 2001.

Woodside Development Limited  
Partnership, By: WSC Corp.,  
general partner

Mary L. Keith  
Charles E. Ammons III

Stephen R. Bishop  
Stephen R. Bishop, Vice-President

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that she saw the within named Woodside Development Limited Partnership, by WSC Corp., its General Partner, by Stephen R. Bishop, its Vice-President, sign, seal and as its act and deed deliver the within-written Amendment to the Twenty-First Amendment to the Woodside Covenants, and that she with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before me  
this 11<sup>th</sup> day of July, 2001.

Charles E. Ammons III

Notary Public for South Carolina  
My Commission Expires: 11/20/10

Mary L. Keith

TWENTY-SECOND AMENDMENT/  
 SUPPLEMENTARY DECLARATION TO  
 THE COVENANTS AND RESTRICTIONS  
 OF WOODSIDE PLANTATION PROPERTY  
 OWNERS' ASSOCIATION, INC., AND  
 WOODSIDE DEVELOPMENT COMPANY OF  
 AIKEN, INC.

**WHEREAS**, pursuant to PART ONE, ARTICLE II, Section 2(d) of said Declaration, WDLP desires to establish an additional neighborhood association for the property described herein in Exhibit A, attached hereto and by reference made a part hereof, for the purposes set forth in the Declaration. This association has been established pursuant to South Carolina law, is known as Glen Haven Neighborhood Association (hereinafter "Association"), and is governed by the By-Laws as set forth in Exhibit B, attached hereto and by reference made a part hereof.

**NOW, THEREFORE,** the undersigned Woodside Development Limited Partnership, by WSC Corp., its general partner, by its duly elected Vice-President, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.
2. Pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2, of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this Twenty-second Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restrictions of the Declaration, as supplemented and modified, shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration.
3. As permitted by the provisions of PART ONE, ARTICLE II, Section 2 (a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the R.M.C. Office in Volume 934, at page 129, et. seq., as amended by the Amendment to the Twelfth Amendment recorded in the R.M.C. Office in Volume 944, at page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation, with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five percent (95%) of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from WDLP to Woodside Plantation Property Owners' Association, Inc.
4. No residential dwelling containing less than 1750 square feet of heated area shall be constructed upon Lots 628 through 632, inclusive, set forth in Exhibit A and shown upon the Record Plat of Section 22, Woodside Plantation, Phase 2, referred to therein.



5. No residential dwelling containing less than 1570 square feet of heated area shall be constructed upon the remaining thirty-eight (38) lots set forth in Exhibit A and upon said Record Plat, i.e., Lots 590 through 627, inclusive.
6. The aforesaid Lots 628-632, inclusive, shall not be subject to the minimum age requirements for owners and lessees as are hereinafter imposed upon the aforesaid remaining thirty-eight (38) lots, i.e., Lots 590 through 627, inclusive.
7. Lots 628-632, inclusive, contain a wooded buffer area within their respective boundaries, as shown upon the Record Plat referred to in Exhibit A. These buffer areas shall at all times remain undisturbed and shall serve as a natural buffer between said lots and the remaining thirty-eight (38) lots shown upon the Record Plat.
8. As to Lots 590 through 627, inclusive, referred to in Exhibit A hereto and shown upon the Record Plat referred to therein, the following conditions and restrictions shall apply:
  - a. None of these lots (hereinafter "residential unit" for purposes of this Section 7 only) may be sold to any party unless the purchaser is at least fifty-five (55) years of age and intends to live on the residential unit, or unless such party is purchasing the residential unit with the intention that one or more persons fifty-five (55) years of age or older will occupy the residential unit and confirms such intention to the Association in writing prior to or at the time of signing a written contract to purchase the residential unit; provided, however, that the spouse of a person at least fifty-five (55) years of age may purchase and/or occupy the residential unit with such person, even though the spouse has not yet attained the age of fifty-five (55) years. The Board of Directors of the Association shall have the authority to make exceptions to this restriction for circumstances deemed unusual and extraordinary; provided, that no exception shall be granted if the effect thereof would result in more than 20% of the thirty-eight (38) residential units being in violation of this restriction.
  - b. Since the primary purpose of WDLP is to create and develop these thirty-eight (38) residential units as a pre-retirement and retirement community, consisting generally of adults who are at least fifty-five (55) years of age, no owner of any residential unit shall allow any person, including the owner himself, to live in such residential unit on a "permanent basis" including under the term of a leasehold interest; provided, however, that the spouse of a person at least fifty-five (55) years of age may live in a residential unit with such person on a "permanent basis", even though the spouse has not



attained the age fifty-five (55) years. "Permanent basis" means living in the residential unit for more than three months in any calendar year. The Board of Directors of the Association shall have the authority to grant exceptions to the age restriction for unusual and extraordinary circumstances; provided, that no exception will be granted if the effect thereof would result in more than 20% of the thirty-eight (38) residential units being in violation of this restriction.

- c. Except as may otherwise be specifically permitted herein, none of the thirty-eight (38) residential units shall be leased to any party without the written consent of the Board of Directors of the Association. In its consent, the Board of Directors may impose requirements consistent with these conditions and restrictions. The Board of Directors may deny its consent for any reason that is consistent with these conditions and restrictions.
  - d. If legal title to any residential unit shall pass from the owner to another party by Will or intestate succession following the death of such owner, the successor(s) in title shall be allowed to lease the residential unit to one or more persons; provided, at least one such lessee, if intending to live in the leased property on a permanent basis (as defined hereinabove), must be at least fifty-five (55) years old, unless the Board of Directors of the Association grants an exception for unusual and extraordinary circumstances, irrespective of whether or not the granting of such exception would result in more than 20% of the residential units being in violation of the within restriction.
9. With respect to all forty-three (43) lots in Exhibit A and shown upon the Record Plat referred to therein, WDLP shall have the absolute right to pre-approve any builder prior to the entry into a binding construction contract between the lot owner and the builder as respects the erection of a residential dwelling on any such lot.
10. This Twenty-second Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of PART ONE, ARTICLE II, Section 2, of the Declaration and shall become effective upon recordation of same.
11. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated and shall remain in full force and effect as so modified, supplemented and changed.

12. This Twenty-second Amendment/Supplementary Declaration is executed this  
6th day of July, 2001.

Witnessed by:

Mary L. Kersh  
Charles E. Simons, III

Woodside Development Limited Partnership  
By: WSC Corp., general partner

By: Stephen R. Bishop  
Stephen R. Bishop, Vice-President

STATE OF SOUTH CAROLINA )

COUNTY OF AIKEN )

ACKNOWLEDGMENT

I, Charles E. Simons, III, the undersigned notary, do hereby certify that Woodside Development Limited Partnership, by WSC Corp., its general partner, by Stephen R. Bishop, its Vice President, did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 6th day of July, 2001.

Charles E. Simons, III

Notary Public for South Carolina

My Commission Expires: 11/20/10

## **EXHIBIT A**

ALL that certain piece, parcel or tract of land, situate, lying and being in Woodside Plantation, City and County of Aiken, South Carolina, shown and described as Glen Haven, Woodside Plantation, Phase 2, Section 22 upon Record Plat thereof prepared for Woodside Development Limited Partnership by Southern Partners Engineering & Land Surveying Company, Inc., dated June 1, 2001, and recorded in Plat Book 44, at page 107, records of Aiken County, South Carolina.

The above-described Glen Haven, Woodside Plantation, Phase 2, Section 22 contains approximately 19.60 acres, is subdivided into forty-three (43) residential lots, numbered 590 through 632, inclusive, and further includes related roadways, common area buffers and proposed lake with adjacent common area. For a more detailed description of the area encompassing Glen Haven, reference is made to the aforementioned Record Plat.

Tax Parcel No.: 00-159-01-448

EXHIBIT B

BY-LAWS OF  
GLEN HAVEN  
NEIGHBORHOOD ASSOCIATION

1. **NAME.** The name of the corporation shall be Glen Haven Neighborhood Association, a mutual benefit corporation, organized under the South Carolina Nonprofit Corporation Act of 1994 (the "Act"), by Woodside Development Limited Partnership ("Woodside" or the "Developer").
2. **PURPOSES.** The purposes of the Association shall be to take all necessary action regarding the governing, use, maintenance, preservation and beautification of the exclusive lake and common area immediately adjacent thereto as set forth on Record Plat of Glen Haven, Woodside Plantation, Phase 2, Section 22, recorded in the Office of the R.M.C. for Aiken County, South Carolina, in Plat Book 44, at page 107 (the "Property").
3. **PERSONAL APPLICATION.** All present or future Record Owners, tenants, or their employees, or any other person that might use the governed area of the Association in any manner, are subject to these By-laws. The mere acquisition or rental of any Lot (as defined in the Declaration), or the mere act of occupancy of any Lot will signify that these By-laws, as they may be lawfully amended from time to time, are accepted and ratified and will be complied with. These By-laws and assessments contemplated herein shall also apply to the Developer.
4. **OFFICES.**
  - 4.1 **PRINCIPAL OFFICE.** The initial principal office of the corporation shall be located at the office of Woodside Development Limited Partnership, 1419 Silver Bluff Road, Aiken, SC 29803. The corporation may have such other offices, either within or without the State of South Carolina ("State") as the Board of Directors may determine or the affairs of the corporation may require from time to time.
  - 4.2 **REGISTERED OFFICE.** The corporation shall have and maintain in the State a registered office and an agent whose office is identical to the registered office. The registered office may be, but need not be, identical with the principal office in the State. The registered office and registered agent may be changed from time to time by the Board of Directors, provided that at all times the Board of Directors shall comply with the requirements of the Act.
5. **MEMBERSHIP AND VOTING.**

**5.1 MEMBERSHIP.** Membership in the Association shall be restricted to Record Owners and the Developer of all forty-three (43) lots shown upon Record Plat of Glen Haven referred to in Section 2, above.

**5.2 MEMBERSHIP RIGHTS SUBJECT TO ANNUAL ASSESSMENT.** The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligations of which assessments is imposed against each Record Owner and which shall become a lien upon the Lot against which such assessments are made as provided by the pertinent provisions of the Woodside Covenants. In the event that a Record Owner may consist of more than one individual or entity, the liability of the individuals or entities comprising the Record Owner shall be joint or several. Each of the individuals or entities comprising the Record Owner shall be entitled to contribution from all other individuals or entities comprising the Record Owner.

**5.3 SUSPENSION OF MEMBERSHIP RIGHTS.** The membership rights and obligations of any Record Owner, or any individuals or entities comprising the Record Owner, whether or not they are personally obligated to pay such assessments, may be suspended, upon written instruction of the President, during the period when the assessments, or any portion thereof, to include late charges, interest, attorney's fees, court costs, or other costs of collection, remain unpaid. Upon payment of such assessments, in their entirety, their rights and privileges shall be restored. Proof of repayment shall be in the form of a receipt from the Treasurer or designated Management Agent, if such agent has been designated.

**5.4 VOTING.** All voting shall be in accordance with the provisions of the Declaration. Each Record Owner: (i) shall be a member of the Association; and (ii) shall have an equal interest therein; and (iii) shall be entitled to one (1) vote at all meetings of the Association. Actions of the Association shall be determined by majority vote of Record Owners present in person or by proxy. The Company shall having the voting rights in accordance with the provisions of the Declaration.

**5.5 MAJORITY OF RECORD OWNERS.** As used in these By-laws the term "Majority of Record Owners" shall mean those record owners casting fifty-one (51%) percent or more of the votes at any duly called meeting.

**5.6 QUORUM.** Except as otherwise provided in these By-laws, the presence in person or by proxy of a Majority of Record Owners shall constitute a quorum. If any Annual Meeting of the Association cannot be called to order because of failure of a quorum to be present, such meeting shall be adjourned for a period of not less than two (2) hours and upon being reconvened the required percentage interest to constitute a quorum shall be reduced twenty-five (25%) percent of the total number of Record

Owners, to include the special voting rights of the Company. If the meeting can still not be called to order because of a failure of sufficient Record Owners to be present in person or by proxy, then in that instance the meeting may be adjourned for a period not less than forty-eight (48) hours and thereafter reconvened. Should a quorum still not be present, in person or by proxy, those present shall constitute a quorum and business may then be conducted by a majority of those present, whether or not a majority of Record Owners are present.

After adjournment of any meeting pursuant to the provisions of this paragraph, no further notice of any reconvened meeting shall be required to be given to any Record Owner. These provisions regarding declining quorum requirements shall not apply to any special meeting, unless specifically referenced in notice from the President or in the petition or resolution calling for such special meeting.

**5.7 PROXIES.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

## **6. MEETINGS OF THE ASSOCIATION.**

**6.1 ANNUAL MEETINGS.** The Annual Meeting of the Association shall be held at the call of the President of the Association not less than once every year. It shall be held at a reasonably convenient time and at a location in Aiken, Aiken County, South Carolina. It shall be the duty of the President to designate a date, time and place of the annual meeting no later than January 15 of each year and deliver notice of such designation to the Secretary no later than February 15 of each year. At such meetings there shall be elected by ballot of the Record Owners a Board of Directors to govern and administer the affairs of the Association. The Record Owners may also transact such other business of the Association as may properly come before them.

**6.2 SPECIAL MEETINGS.** It shall be the duty of the Secretary to call a special meeting of the Record Owners, upon written request of the President, as directed by resolution of the Board of Directors, or upon a petition signed by a Majority of Record Owners and having been presented to the Secretary. The petition shall state on its face the subject matters to be addressed as such special meeting. A petition requesting a special meeting may be delivered to the Secretary by mailing same to the Secretary certified return receipt requested, and delivery shall be deemed to occur on the date that the Secretary shall sign the return receipt, or by delivery of same to the person of the Secretary. The Secretary shall be required to schedule any special meeting requested by petition not more than ninety (90) days from the date of receipt of such petition. The notice of the special meeting shall state the time and place of the special meeting and the purpose thereof. No business may be transacted at any special meeting other than that stated in the notice unless by consent of not less

than eighty (80%) percent of the votes present at such special meeting, either in person or by proxy.

**6.3 NOTICE OF MEETINGS.** It shall be the duty of the Secretary to mail notice of each Annual Meeting and Special Meetings, stating the purpose thereof as well as the time and place where it is to be held, to each Record Owner, at least thirty (30) days, but not more than ninety (90) days, before each such meeting. The deposit of the notice in the US mail, first class postage prepaid, to the address of Record Owner as shown on the books of the Association shall be considered delivery of such notice.

**6.4 ORDER OF BUSINESS.** Unless stated differently in the Notice of Meeting given to Record Owners, the order of business at all Annual Meetings shall be:

- 6.4. 1 Roll Call
- 6.4. 2 Proof of Notice of Meeting or Waiver of Notice
- 6.4. 3 Approval of minutes from prior Annual Meeting
- 6.4. 4 Reports of Offices
- 6.4. 5 Reports of Committees
- 6.4. 6 Vote on Budget
- 6.4. 7 Election of Directors
- 6.4. 8 Old Business
- 6.4. 9 New Business
- 6.4. 10 Adjournment

The order of Business at the special meetings shall be determined by the presiding officer and shall include those items specified in the Notice of Meeting.

## **7. BOARD OF DIRECTORS.**

**7.1 NUMBER AND QUALIFICATION.** The affairs of the Association shall be governed by a Board of Directors. The Board of Directors shall have three (3) members. The initial Board of Directors shall consist of those individuals named as Directors in the Articles of Incorporation. For



so long as the Company is the Record Owner of any Lot, it shall be entitled to appoint a majority of the Directors, which appointees shall serve at the pleasure of the Company. The appointees of the Company shall not be required to be Record Owners. At the first annual meeting, the Record Owners shall elect a Director to serve a two (2) year term. At such time as the Company shall not be a Record Owner, the Association shall at the first annual meeting held after the Company is no longer a Record Owner, elect three (3) Directors for such terms as set forth hereinafter. Each director shall be either: a Record Owner, in whole or in part; or the lawfully married spouse of a Record Owner; or, if the Record Owner is a corporation or trust, such individual as may be named in writing by the corporation or trust, as its representative, provided that no more than one (1) Director may be elected from any one (1) lot. If any Director shall cease to be a Record Owner, or their spouse shall cease to be a Record Owner, or during the term of office of a designated representative of a corporation or trust such entity shall cease to be a Record Owner, he shall have been deemed to have resigned his office as Director, effective upon the conveyance of his interest in his Lot. All Directors shall be natural persons.

**7.2 VACANCIES IN BOARD OF DIRECTORS.** Vacancies in the Board of Directors, other than removal of a member of the Board by vote of the Association, shall be filled by majority vote of the remaining directors, even if less than a quorum, and the Director so elected shall hold office until his successor is elected by the Record Owners, who may make such election at the next Annual Meeting, or at any special meeting called for that purpose; provided, that if the vacancy is for a Director who had previously been appointed by the Company, the Company shall have the sole and exclusive right to appoint his replacement.

**7.3 TERM OF OFFICE.** At the first Annual Meeting of the Association after the Company shall no longer be a Record Owner, one (1) member of the Board of Directors shall be elected to serve a term of three (3) years; one (1) member of the Board of Directors shall be elected to serve a term of two (2) years; and the remaining member of the Board of Directors shall be elected to serve a term of one (1) year. Thereafter, at each Annual Meeting, the Record Owners shall vote to elect a Director to replace the Director whose term has expired and the Director so elected shall serve for a term of three (3) years. No person shall serve for more than two (2) consecutive terms (either part or whole terms) as a member of the Board of Directors. All members of the Board of Directors shall serve until their successors have been elected.

**7.4 REMOVAL OF MEMBERS OF THE BOARD OF DIRECTORS.** At any regular or special meeting of the Association duly called, any one or more members of the Board of Directors may be removed with or without

cause by a majority of the Record Owners; and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed to the Association shall be given an opportunity to be heard at such meeting prior to any vote on removal. Notwithstanding the foregoing, the Directors appointed by the Company shall serve at the pleasure of the Company and may only be removed from office by the Company.

**7.5 POWERS OF THE BOARD OF DIRECTORS.** The Board of Directors shall have power:

7.5.1 necessary for the administration of the affairs of the Association and may do all such acts and things that are not by law or these By-laws directed to be executed and done by the Association or individual members; and

7.5.2 to call special meetings or Record Owners whenever it deems necessary and it shall call special meetings at any time upon request, as specified in Paragraph 7.2 herein; and

7.5.3 to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security of fidelity bond as it may deem expedient. Nothing herein shall be construed to prohibit the employment of any Record Owner, officer or member of the Board of Directors in any capacity whatsoever; and

7.5.4 to establish, levy, assess and collect (to include foreclosure of liens) the assessments, special assessments and charges referred to in Paragraph 10.1; and

7.5.5 to exercise for the Association all powers, duties and authorities vested in or delegated to the Association, except those reserved to the Record Owners in the Articles of Incorporation or in these By-laws or in the Declaration; and

7.5.6 to employ a management agent at compensation established by the Board of Directors to perform duties and services as the Board of Directors may provide; and

7.5.7 to dissolve the Corporation upon a vote of two-thirds (2/3) of the Board; and

7.5.8 such other and further duties as may be imposed in the Articles of Incorporation and By-laws.

**7.6 DUTIES OF THE BOARD OF DIRECTORS.** The Board of Directors shall have powers, in addition to those duties imposed by these By-laws or by resolutions of the Association, as follows:

7.6.1 compliance with all terms and conditions of the Declarations and enforcement of same; and

7.6.2 care, upkeep, maintenance and repair of the Property and such other obligations as may be established by the Declaration; and

7.6.3 collection of assessments, both regular and special, and any and all other levies fixed by the Board of Directors from Record Owners and to include the liening and foreclosure of such liens; and

7.6.4 employment, dismissal and control of the personnel necessary to carry out the duties of the Board of Directors, to include a management agent or company; and

7.6.5 to cause to be kept a full record of all its acts and corporate affairs; and

7.6.6 to supervise all officers, agents and employees of the Association and to see that their duties are properly performed, to include the mailing of minutes of meetings of the Board of Directors to all Record Owners; and

7.6.7 to cause to be established and kept an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Property, and such other properties as the Association shall be contractually bound to keep and maintain. Said fund is to be established and maintained out of the regular assessments for common expenses; provided that, during the period in which the fund is being established, special assessments may be made, if required; and

7.6.8 such other and further powers as may be imposed in the Articles of Incorporation and By-laws.

**7.7 LIABILITY OF DIRECTORS.** The members of the Board of Directors shall not be liable to the Record Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board of Directors against all

contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless such contracts have been made in bad faith or contrary to the provisions of the Declaration or by these By-laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible and shall not be deemed self dealing for the Association to contract with the Company, or with corporations or other entities owned, controlled or affiliated with the Company. It is intended that the liability of any member of the Board of Directors arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportions of the total liability thereunder as his interest in the Property bears to the interests of all Record Owners in the Property. Every agreement made by the Board of Directors, or by any managing agent or by any management firm, as the case may be, is made in the capacity only as an agent for the Record Owners and shall have no personal liability thereunder (except as a Record Owner). Moreover, each Record Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Property bears to the interests of all Record Owners in the Property.

**7.8 REGULAR MEETINGS.** Regular meetings of the Board of Directors shall be held at such times and in such places as may be determined from time to time by a majority of the Board of Directors, but not less than two (2) meetings shall be held each year. One such meeting shall be held immediately after the Annual Meeting of the Record Owners of the Association. Notice of the meetings shall be given by the Secretary or such other designated person to each member of the Board of Directors, either personally or by mail, telephone, or other electronic medium as may be reasonable at least ten (10) days prior to the day designated for such meeting.

**7.9 SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by the President or the Chairperson of the Board of Directors, upon three (3) day notice, either personally or by mail, telephone or other electronic medium as may be reasonable, which shall state the time, place and purpose of such meeting. Any Board Member may request that he be allowed to attend and participate by telephone conference. Special meetings of the Board shall be called if requested in writing by at least two (2) members of the Board of Directors with such notice specifying the business to be conducted. The President shall determine the time and place of such meeting.

8. **ASSOCIATION OFFICERS.** The officers of the Association shall be the President, Vice President, Secretary, and Treasurer and such other officers as may be elected by the Board of Directors. All officers shall be

members of the Board of Directors. The Board of Directors shall elect all officers at the meeting of the Board of Directors immediately following the Annual Meeting of the Record Owners. All officers shall be elected by majority vote of the Directors and shall hold office at the pleasure of the Board of Directors. Any two offices may be held by the same person except the office of President and Secretary.

**8.1 DUTIES OF THE PRESIDENT.** The President shall preside over the meetings of the Board of Directors, shall see that the orders and resolutions of the Board of Directors are carried out and shall be empowered to sign all documents on behalf of the Board of Directors.

**8.2 DUTIES OF THE VICE PRESIDENT.** The Vice President shall, in the absence of the President, perform all duties of the President.

**8.3 DUTIES OF THE SECRETARY.** The Secretary shall record the votes and keep the minutes and records of all proceedings in a book to be kept for that purpose. The Secretary shall also keep a book of all Record Owners, setting forth their addresses and the interest they hold in any Lot in Glen Haven and the Property.

**8.4 TREASURER.** The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall cause to be disbursed such funds as may be directed by the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be required for disbursement of funds in the normal course of business.

**8.5 REMOVAL OF OFFICERS.** Upon majority vote of the members of the Board of Directors, any officer may be removed from office and in such event the Board of Directors, by majority vote, shall name a replacement therefor to serve out the remaining term of such officer.

## **9. OBLIGATIONS OF RECORD OWNERS.**

**9.1 MAINTENANCE AND REPAIR.** Every Record Owner has the following obligations with respect to maintenance and repair, subject to the right and obligation of the Association to repair and maintain the Property:

**9.1.1** To perform promptly all maintenance and repair work within his Lot and the improvements located thereon which, if omitted, would affect any portion of the Property, or any property, real, personal or mixed, belonging to another Record Owner, and for failure to do so shall be liable as otherwise provided herein.

9.1.2 To maintain and keep in good repair all improvements located on any Lot at his expense.

10. **ASSESSMENTS.**

**10.1 ADOPTION OF BUDGET AND ESTABLISHMENT OF ASSESSMENTS.** The Board of Directors shall annually prepare a budget for the operation of the Association. This budget shall be presented to the Record Owners along with the Notice of the Annual Meeting. The budget shall set forth the annual assessment to be levied against each Lot for the purposes set forth in Section 2, above. The Record Owners shall vote to adopt or reject the budget at the Annual Meeting. In the event the Board of Directors proposes a Special Assessment, the total amount of the Special Assessment, the amount of the assessment on each Lot Owner, and purpose for which such Special Assessment is to be spent, shall be presented to the Record Owners along with the Notice of Annual Meeting; provided, that a special assessment may be proposed and thereafter voted on at any meeting of the Record Owners duly convened and for which notice of the purpose of such meeting has been given. The initial assessment shall be \$200.00 per annum. Such assessment shall not be increased on an annual basis more than the greater of the percentage of Woodside Plantation Property Owners' Association ("WPPOA") annual assessment or 5%.

**10.2 DELINQUENT ASSESSMENTS.** All assessments shall be due and payable in accordance with the schedule of payments adopted as part of each annual budget and/or special assessment. In the event that the Board of Directors shall have adopted a payment schedule wherein it has allowed the annual assessment to be paid in installments, and a Record Owner allows any installment to become delinquent for more than thirty (30) days, the Board of Directors may accelerate all balances due and require any outstanding balances be paid immediately. In the event that any Record Owner is delinquent for more than fifteen (15) days past the due date of any payment due, all such sums due shall bear interest, compounded monthly, at a rate established by the Board of Directors at the Annual Meeting of the Board of Directors held directly after the Annual Meeting of Record Owners. Additionally, each such delinquent payment shall be subject to a late charge in accordance with a schedule of late charges established by the Board of Directors at the Annual Meeting of the Board of Directors held directly after the Annual Meeting of the Record Owners. In the event that any account is turned over to a third party or attorney for the purpose of collection of any delinquent assessment, late charge, or interest, the Record Owner shall be responsible for all costs of collection, to include attorney's fees, court costs, receiver's fee, the cost of documentary evidence, and any other costs reasonable related to the collection of the outstanding monies. These costs of collection shall also

constitute a lien against the Lot and shall be subject to foreclosure. The Board of Directors may take such action as it deems necessary to collect the delinquent assessment by an action at law against the Record Owner personally or by foreclosing said lien, and may settle or compromise the same if deemed in its best interest. The Association shall be entitled to bid at any judicial sale held pursuant to a suit to foreclose any lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien being enforced. Upon commencement of any foreclosure action, the Association shall be entitled to the appointment of a receiver for the Lot and the Record Owner shall be required to pay reasonable rental for the Lot to such receiver.

**10.3 APPLICATION OF SURPLUS.** Any payments or receipts to the Association, whether from Record Owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be kept by the Association and applied against the Association's expenses in the future.

11. **AMENDMENT OF BY-LAWS.** These By-laws, with the exception of Paragraphs 2 and 3, may be repealed, altered, or amended as follows: (i) any proposed Amendment shall be submitted to the Board of Directors and shall be subject to a vote of the Board of Directors regarding the recommendation of the Board regarding its adoption; then, (ii) in the event the amendment has received unanimous support from the Board of Directors, then in that event, the amendment shall be adopted in the event that it shall receive a majority vote of the Record Owners present at an Annual Meeting or any Special Meeting; or, (iii) in the event the amendment has not received unanimous support of the Board of Directors, then in that event, the amendment shall be adopted in the event it shall receive an affirmative vote of not less than sixty-six (66%) percent of all Record Owners at an Annual Meeting or any Special Meeting. Any proposed amendment shall be mailed to every Record Owner not less than thirty (30) days before the meeting of the Record Owners during which the amendment shall be voted upon.

12. **ESTABLISHMENT OF RULES AND REGULATIONS FOR LAKE AND ADJACENT COMMON AREA.** The Board of Directors may from time to time adopt, amend, or repeal rules and regulations regarding the use of the lake and common area adjacent thereto. A copy of any rules and regulations, other than those contained hereinafter, shall be distributed to each Record Owner and posted in at least one (1) conspicuous location within Glen Haven within thirty (30) days of being adopted or amended..

**12.1 CONFLICT.** In the event of any conflict between the Rules and Regulations adopted by the Board of Directors and these By-laws or the Declaration, the latter shall prevail.



**12.2. COMPLIANCE.** All Record Owners, their guests and tenants must, at all times, comply with the Rules and Regulations adopted by the Board of Directors. Should any person fail to comply therewith, then such person may be fined in accordance with a schedule of fines adopted by the Board of Directors as part of the Rules and Regulations and such fine shall be in addition to any other legal or equitable remedy available to the Association.

**13. CONFLICT.** In the event of any conflict between the provisions of these By-laws and Declaration, the latter shall prevail.

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
AMENDMENT TO THE  
TWENTY-SECOND AMENDMENT/  
SUPPLEMENTARY DECLARATION TO  
THE COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

**WHEREAS**, the Twenty-Second Amendment/Supplementary Declaration (hereinafter "Twenty-Second Amendment") to the Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken, Inc. (hereinafter the "Woodside Covenants"), recorded in Misc. Book 1081, at page 68, said County records, brought the property described in Exhibit A thereto within the plan and operation of the Woodside Covenants; and

**WHEREAS**, lots 628 through 632, inclusive, on the aforesaid Exhibit A should have been excluded from the governance and control of Glen Haven Neighborhood Association (hereinafter the "Association") and its By-Laws which are attached to the Twenty-Second Amendment as Exhibit B thereto and by reference made a part thereof; and

**WHEREAS**, it being the desire of Woodside Development Limited Partnership, as successor in interest to Woodside Development Company of Aiken, Inc., to amend the Twenty-Second Amendment to the Woodside Covenants accordingly,

**NOW, THEREFORE**, the undersigned Woodside Development Limited Partnership, by WSC Corp., its general partner, by its duly elected Vice-President, does hereby amend the Twenty-Second Amendment to the Woodside Covenants as follows:

1. Lots 628 through 632, inclusive, set forth in Exhibit A to the Twenty-Second Amendment to the Woodside Covenants and shown upon the Record Plat of Section 22, Phase 2, Woodside Plantation, referred to therein, shall be further distinguished from the remaining thirty-eight (38) lots on said Record Plat, as follows:
  - (a) Lots 628 through 632, inclusive, will not be a part of the community known as Glen Haven within Woodside Plantation, though said lots are a part of Section 22, Phase 2, Woodside Plantation, as aforesaid; and
  - (b) Lots 628 through 632, inclusive, will not be subject to the governance and control of Glen Haven Neighborhood Association and its By-Laws, and, as such, owners of such lots will have no obligation to pay any annual or special assessments whatsoever to the Association.

MISCELLANEOUS  
VOL 1082 PAGE 201

2. This Amendment to the Twenty-Second Amendment to the Woodside Covenants is a self-executing amendment and addition to the Woodside Covenants pursuant to the authority contained in said Woodside Covenants and shall become effective upon the recordation of same.
3. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the said Twenty-Second Amendment to the Woodside Covenants and the Woodside Covenants are reaffirmed and restated and shall remain in full force and effect.
4. This Amendment to the Twenty-Second Amendment to the Woodside Covenants is executed this 18th day of July, 2001.

Witnessed by:

Woodside Development Limited Partnership

By: WSC Corp., general partner

Mary L. Keith  
Charles E. Simons, III

By:

Stephen R. Bishop  
Stephen R. Bishop, Vice-President

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF AIKEN )

I, Charles E. Simons, III, the undersigned notary, do hereby certify that Woodside Development Limited Partnership, by WSC Corp., its general partner, by Stephen R. Bishop, its Vice President, did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 18th day of July, 2001.

Charles E. Simons, III  
Notary Public for South Carolina  
My Commission Expires: 11/20/10

RECORDED

R.M.C.

AIKEN COUNTY

2-18-01 at 1640 hrs.  
Judith Warner

RETURNED TO:

Charles E. Simons

VOL 1088 PAGE 64

C: Annualmt:Twenty-Third Amendment

MISCELLANEOUS  
VOL 1088 PAGE 65

by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249.

by Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183.

by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Page 323-327.

by Eighteenth Amendment dated February 16, 2000 and recorded in the RMC at Deed Book 1015 at Page 37-40.

by Nineteenth Amendment dated May 15, 2000 and recorded in the RMC at Deed Book 1025 at Page 67-70.

by Twentieth Amendment dated November 30, 2000 and recorded in the RMC at Deed Book 1050 at Page 303-307.

by Twenty-First Amendment dated January 17, 2001 and recorded in the RMC at Deed Book 1055 at Page 153-156.

by Twenty-Second Amendment dated July 6, 2001 and recorded in the RMC at Deed Book 1081 Page 68-86.

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the twenty-third such addition to the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2 of the Declaration, Medallion Homes, Inc., as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplement Declaration to the Covenants and Restriction with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2 and other applicable provisions of the Declaration, the additional properties added hereby are being subjected to the Declaration subject to certain additional provisions and modifications of existing provisions relating to responsibility for conducting the Architectural Review Board review process as to such properties hereby added to the Property.

**NOW THEREFORE**, the undersigned Woodside Plantation Property Owner's Association, Inc., its general partner, by its duly elected President, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.
2. Pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2 of the Declaration, the property which is described and set forth on Exhibit A below and made part hereof shall, after the recording of this Twenty-Third Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complimentary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restrictions of the Declaration, as supplemented and modified, shall henceforth apply equally to such additional property and such additional property

MISCELLANEOUS

VOL 1088 PAGE 66

shall henceforth fall within the definition of "Property" as set forth in the Declaration.

EXHIBIT A

ALL that certain piece, parcel or strip of land together with all improvements thereon, consisting of 15.69 acres, situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina, and being known and designed as Willow Oak Loop and Eagle's Nest Lane and associated cul de sacs, if any, as they extend over and through Eagle's Nest Subdivision, Woodside Plantation, as well as all common areas as designated on a plat prepared for Medallion Homes, Inc., by Southern Partners, Inc., dated April 19, 1997, with a final revision date of May 21, 1997, recorded in Plat Book 36, page 325, in the Office of the R.M.C. for Aiken County, South Carolina, reference being made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

Derivation: Deed Book 1696, page 240

Tax Parcel No. 00-158-01-309

Portion of Tax Parcel No. 00-158-0-01-309

3. This Twenty-Third Amendment/Supplement Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of PART ONE, ARTICLE II, Section 2 of the Declaration and shall become effective upon the recordation of same.
4. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated and shall remain in full force and effect as so modified, supplemented and changed.

This Twenty-Third Amendment to Declaration is executed this 23<sup>rd</sup> day of August 2001.

WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION

Witness:

Paul Lanza  
John M. Tripp

By:

Al Berry  
Its President (Al Berry)

And By:

Harry Olsen  
Its Secretary (Harry Olsen)

MISCELLANEOUS  
VOL 1088 PAGE 67

STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me Dick Lamar and made oath that (s)he saw the within named Al Berry, President of Woodside Plantation Property Owners Association, and Harry Olsen, Secretary of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Dick Lamar  
Witness

SWORN to before me this 22<sup>nd</sup> day of August 2001.

Amyle Swick  
Notary Public for South Carolina  
My Commission Expires: 10-08-2009

(Seal)

After Recording, please return to:

Woodside Plantation POA  
1411 Silver Bluff Road  
Aiken, SC 29803  
(803) 641-9663

RECORDED

8-23-01 C 1350<sup>th</sup>  
Heather V. Warner  
R.M.C. AIKEN COUNTY



VOL 1088 PAGE 60

C: Annualmt:Twenty-Fourth Amendment

**MISCELLANEOUS**  
**VOL 1088 PAGE 61**

by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249.

by Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183.

by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Page 323-327.

by Eighteenth Amendment dated February 16, 2000 and recorded in the RMC at Deed Book 1015 at Page 37-40.

by Nineteenth Amendment dated May 15, 2000 and recorded in the RMC at Deed Book 1025 at Page 67-70.

by Twentieth Amendment dated November 30, 2000 and recorded in the RMC at Deed Book 1050 at Page 303-307.

by Twenty-First Amendment dated January 17, 2001 and recorded in the RMC at Deed Book 1055 at Page 153-156.

by Twenty-Second Amendment dated July 6, 2001 and recorded in the RMC at Deed Book 1081 Page 68-86.

By Twenty-Third Amendment dated

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the twenty-fourth such addition to the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2 of the Declaration, TFL Limited Partnership, as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplement Declaration to the Covenants and Restriction with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2 and other applicable provisions of the Declaration, the additional properties added hereby are being subjected to the Declaration subject to certain additional provisions and modifications of existing provisions relating to responsibility for conducting the Architectural Review Board review process as to such properties hereby added to the Property.

**NOW THEREFORE**, the undersigned Woodside Plantation Property Owner's Association Inc., its general partner, by its duly elected President, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.
2. Pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2 of the Declaration, the property which is described and set forth on Exhibit A below and made part hereof shall, after the recording of this Twenty-Fourth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complimentary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restrictions of the Declaration, as supplemented and modified, shall

MISCELLANEOUS

VOL 1088 PAGE 62

henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration.

EXHIBIT A

**ALL that certain piece, parcel or strip of land together with all improvements thereon, situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina, and being known and designated as Double Eagle Court located within The Fairways in Phase II and associated cul de sacs, if any, as they extend over and through The Fairways Subdivision, Woodside Plantation, as well as all common areas as designated on a plat prepared for TFL Partnership by Southern Partners, Inc., dated January 2, 1996, recorded in Plat Book 35, page 33, 34 and 35 in the Office of the R.M.C. for Aiken County, South Carolina, reference being made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.**

**Derivation: Deed Book 1555, Page 147 and Title Book 1597, Page 228  
Portion of Tax Parcel No. 00-159-01-430**

3. This Twenty-Fourth Amendment/Supplement Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of PART ONE, ARTICLE II, Section 2 of the Declaration and shall become effective upon the recordation of same.
4. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated and shall remain in full force and effect as so modified, supplemented and changed.

This Twenty-Fourth Amendment to Declaration is executed this 23<sup>rd</sup> day of August 2001.

WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION

Witness:

*[Signature]*  
*John M. Driggs*

By:

*Al Berry*  
Its President (Al Berry)

And By:

*Harry Olsen*  
Its Secretary (Harry Olsen)

STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me Dick Lamar and made oath that (s)he saw the within named Al Berry, President of Woodside Plantation Property Owners Association, and Harry Olsen, Secretary of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Dick Lamar  
Witness

SWORN to before me this 22<sup>nd</sup> day of August 2001.

Amy R. Swink  
Notary Public for South Carolina  
My Commission Expires: 10-08-2009

(Seal)

After Recording, please return to:

Woodside Plantation POA  
1411 Silver Bluff Road  
Aiken, SC 29803  
(803) 641-9663

RECORDED

R.M.C.

AIKEN COUNTY

**STATE OF SOUTH CAROLINA**

)

)

**COUNTY OF AIKEN**

)

**TWENTY-FIFTH AMENDMENT/  
SUPPLEMENT TO THE  
DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.**

THIS TWENTY-FIFTH AMENDMENT to the Declaration of Covenants and Restrictions is made this 23<sup>rd</sup> day of August 2001 by the Directors of the Woodside Plantation Property Owners Association, Inc.

WITNESSETH:

**WHEREAS**, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owner's Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. seq.; and,

WHEREAS, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;  
by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;  
by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;  
by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;  
by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;  
by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;  
by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;  
by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;  
by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;  
by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;  
by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38 and  
by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132.  
by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161.  
by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book 953 at Page 113-115.

MISCELLANEOUS  
VOL 1088 PAGE 52

by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249.

by Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183.

by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Page 323-327.

by Eighteenth Amendment dated February 16, 2000 and recorded in the RMC at Deed Book 1015 at Page 37-40.

by Nineteenth Amendment dated May 15, 2000 and recorded in the RMC at Deed Book 1025 at Page 67-70.

by Twentieth Amendment dated November 30, 2000 and recorded in the RMC at Deed Book 1050 at Page 303-307.

by Twenty-First Amendment dated January 17, 2001 and recorded in the RMC at Deed Book 1055 at Page 153-156.

by Twenty-Second Amendment dated July 6, 2001 and recorded in the RMC at Deed Book 1081 Page 68-86.

By Twenty-Third Amendment dated

By Twenty-Fourth Amendment dated

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the twenty-fifth such addition to the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2 of the Declaration, Woodside Development Limited Partnership, as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplement Declaration to the Covenants and Restriction with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2 and other applicable provisions of the Declaration, the additional properties added hereby are being subjected to the Declaration subject to certain additional provisions and modifications of existing provisions relating to responsibility for conducting the Architectural Review Board review process as to such properties hereby added to the Property.

**NOW THEREFORE**, the undersigned Woodside Plantation Property Owner's Association Inc., its general partner, by its duly elected President, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.
2. Pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2 of the Declaration, the property which is described and set forth on Exhibit A below and made part hereof shall, after the recording of this Twenty-Fifth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complimentary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the

MISCELLANEOUS  
VOL 1088 PAGE 58

covenants and restrictions of the Declaration, as supplemented and modified, shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration.

**EXHIBIT A**

**ALL that certain piece, parcel or strip of land together with all improvements thereon, consisting of 10.37 acres (30 lots) situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina, and being known and designated as Hunters Run Drive located within Hunters Run in Section 24, Phase II and associated cul de sacs, if any, as they extend over and through Hunters Run Subdivision, Woodside Plantation, as well as all common areas as designated on a plat prepared for Woodside Development Limited Partnership, by Southern Partners, Inc., dated February 2, 1996, recorded in Plat Book 35, page 61, 62 and 63 in the Office of the R.M.C. for Aiken County, South Carolina, reference being made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.**

**Tax Parcel No. 00-135-01-271**

3. This Twenty-Fifth Amendment/Supplement Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of PART ONE, ARTICLE II, Section 2 of the Declaration and shall become effective upon the recordation of same.
4. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated and shall remain in full force and effect as so modified, supplemented and changed.

This Twenty-Fifth Amendment to Declaration is executed this 23<sup>rd</sup> day of August 2001.

WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION

Witness:

Debb Kanner  
John M. Tripp

By: Al Berry  
Its President (Al Berry)


And By: Harry Olsen  
Its Secretary (Harry Olsen)



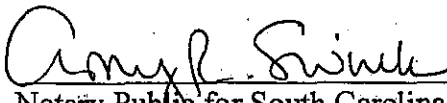
MISCELLANEOUS  
VOL 1088 PAGE 59

STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me Dick Lamar and made oath that (s)he saw the within named Al Berry, President of Woodside Plantation Property Owners Association, and Harry Olsen, Secretary of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

  
Witness

SWORN to before me this 22<sup>nd</sup> day of August 2001.

  
Notary Public for South Carolina  
My Commission Expires: 10-08-2009  
(Seal)

After Recording, please return to:

Woodside Plantation POA  
1411 Silver Bluff Road  
Aiken, SC 29803  
(803) 641-9663

RECORDED

R.M.C.

AIKEN COUNTY

Recording: \$10.00  
Return to C.E. Simons, III

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
TWENTY-SIXTH AMENDMENT/  
SUPPLEMENTARY DECLARATION TO  
THE COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc., did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, (RMC) in Misc. Book 451, at page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the twenty-sixth such addition to the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2 of the Declaration, Woodside Development Limited Partnership ("WDLP"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2, and other applicable provisions of the Declaration, the additional properties added hereby are being subjected to the Declaration subject to certain additional provisions and modifications of existing provisions relating to responsibility for conducting the architectural review process as to such properties hereby added to the Property.

**NOW, THEREFORE**, the undersigned Woodside Development Limited Partnership, by WSC Corp., its general partner, by its duly elected Vice-President, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.

2. Pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2, of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this Twenty-sixth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restrictions of the Declaration, as supplemented and modified, shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration.
3. As permitted by the provisions of PART ONE, ARTICLE II, Section 2 (a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the R.M.C. Office in Volume 934, at page 129, et. seq., as amended by the Amendment to the Twelfth Amendment recorded in the R.M.C. Office in Volume 944, at page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five percent (95%) of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from WDLP to Woodside Plantation Property Owners' Association, Inc.
4. The property described in Exhibit A shall be subject to the governance and control of the Forest Pines Neighborhood Association and its By-laws, which appear of record as Exhibit B to the Fifteenth Amendment to the Declaration, recorded in Misc. Book 953, at page 247, said County records.
5. This Twenty-sixth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority PART ONE, ARTICLE II, Section 2, of the Declaration and shall become effective upon recordation of same.
6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration is reaffirmed and

restated and shall remain in full force and effect as so modified, supplemented or changed.

7. This Twenty-sixth Amendment/Supplementary Declaration is executed this 17<sup>th</sup> day of December, 2001.

Witnessed by: Mary L. Keith  
Charles E. Simons, III  
Woodside Development Limited Partnership  
By: WSC Corp., general partner  
By: Stephen R. Bishop  
Stephen R. Bishop, Vice-President

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN ) ACKNOWLEDGMENT

I, Charles E. Simons, III, the undersigned notary, do hereby certify that Woodside Development Limited Partnership, by WSC Corp., its general partner, by Stephen R. Bishop, its Vice President, did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 17th day of December, 2001.

Charles E. Simons, III  
Notary Public for South Carolina  
My Commission Expires: 11/20/10

EXHIBIT A

ALL that certain parcel of land, situate, lying and being in the Southwestern section of the City of Aiken, in Aiken County, South Carolina, containing 4.49 acres (195,437 square feet), as shown upon a plat of same, prepared for Woodside Development Limited Partnership by Southern Partners, Inc., Civil Engineers, Surveyors, Land Planners, on November 28, 2001, which said plat is recorded in Plat Book 44, at page 281, in the Office of the R.M.C. for Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

The foregoing property comprises the following:

1. Addition to Lots 534, 535, 536 and 537, Forest Bluffs, Woodside Plantation, Phase 2, Section 20, as set forth upon Plat of Revision to Lots 534, 535, 536 and 537, said Phase and Section, recorded in Plat Book 44, at page 291, said County records; and
2. Lots 530, 531, 532 and 533 upon Plat of Forest Bluffs, Woodside Plantation, Phase 2, Section 20"B", recorded in Plat Book 44, at page 292, said County records.

Being the same property conveyed unto Woodside Development Limited Partnership by deed of Sidewood Development, LLC, dated December 11, 2001, and recorded in Deed Book 2155, at page 16, said County records.

Portion of: Tax Parcel No. 00-135-01-275

12-17-01 at 1315 hr  
RECORDED  
J. M. C. Aiken County  
Judith Warner

10  
STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

MICROFILMED  
VOL 1118 PAGE 52  
TWENTY-SEVENTH AMENDMENT/  
DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.

THIS TWENTY-SEVENTH AMENDMENT to the Declaration of Covenants and Restrictions is made this 12TH day of March 2002 by the Directors of the Woodside Plantation Property Owners Association, Inc.

WITNESSETH:

WHEREAS, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owner's Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc. ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. Seq.; and,

WHEREAS, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;

by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;

by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;

by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;

by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;

by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;

by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;

by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;

by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;

by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;

by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38 and

by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132;

by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161;

by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book 953 at Page 113-115;

C:\Annualmt\Twenty-Sixth Amendment

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

I, Judith V. Warner, Clerk of R.M.C. for Aiken County, South Carolina, do hereby certify that the foregoing constitutes a true and correct copy of the original document which has been filed in my office.

7 day of Aug, 2002  
Judith V. Warner  
R.M.C.  
Aiken County, S.C.  
Lynn Steenbridge

by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 955 at Page 247-249;  
By Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183;  
by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Page 323-327;  
by Eighteenth Amendment dated February 16, 2000 and recorded in the RMC at Deed Book 1015 at Page 37-40;  
by Nineteenth Amendment dated May 15, 2000 and recorded in the RMC at Deed Book 1025 at Page 67-70;  
by Twentieth Amendment dated November 30, 2000 and recorded in the RMC at Deed Book 1050 at Page 303-307;  
by Twenty-First Amendment dated January 17, 2001 and recorded in the RMC at Deed Book 1055 at Page 153-156;  
by Twenty-Second Amendment dated July 6, 2001 and recorded in the RMC at Deed Book 1081 at Page 68-86;  
By Twenty-Third Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 64-67;  
By Twenty-Fourth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 60-63;  
By Twenty-Fifth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 56-59;  
By Twenty-Sixth Amendment dated December 12, 2001 and recorded in the RMC at Deed Book 1104 at Page 346;

WHEREAS, on August 21 2001, the Board of Directors of the WPPOA gave notice to the Members of the WPPOA of the Annual Meeting of the WPPOA to be held on September 25, 2001; and,

WHEREAS, three-fourths (3/4) of the votes cast on the following proposed amendment were cast in favor thereof.

NOW, THEREFORE, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

#### WOODSIDE PLANTATION PROPERTY OWNERS ASSOCIATION

##### Covenant Amendment:

1. Resolved, that Part Three, Article IV, Section 4, Page 67, the first sentence be changed to read as follows:

Section 4. Mortgage and Pledge. "The Board of Directors of the Association have the power and authority to borrow money, up to 33% of the annual budget amount, for use by the Association and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans made to the Association which



loans shall be used by the Association in performing its authorized functions. The Board of Directors shall seek WPPOA Membership approval as outlined in the existing Covenants and Amendments, for any Mortgage or pledge in excess of this amount." In the event of any natural catastrophe, this limit may be over-ridden if excessive costs exceed insurance benefits or if immediate needs arise due to said catastrophe.

**Covenant Amendment:**

2. Resolved, that Part 4, Article II, Section 2, of the Covenants be changed to correct an error made and passed on June 28, 1999 under the 16<sup>th</sup> Amendment of the Covenants, Paragraph 5, Vol. 981, Page 179. Remove the following underscored sentence only. The balance of the Article remains valid.

Quorum Required for Amendment by Members. "In the instance of the utilization of a Proxy Vote in lieu of a called meeting for the sole purpose of Covenant Amendment changes by the Membership—A return of forty percent (40%) of the total vote of the Membership shall constitute a quorum. For the purpose of this Section 2, "Proper Notice" shall be deemed to be given when given each member not less than thirty (30) days prior to the date said proxies are due back to the WPPOA office for tally. A simple majority of all recorded proxy votes, providing the above number requirement is met, shall constitute a valid decision to pass or fail any article. In the event this provision is not met, an additional mailing will be made with a requirement of a total Proxy Vote return of twenty percent (20%). In the event this requirement is not met, the Property Owners Association may, at its discretion, call for a vote at the next POA annual meeting. (It will still require a 75% majority vote to pass a change to an amendment.)

This Twenty-Seventh Amendment to Declaration is executed this 12<sup>th</sup> day of March 2002.

**WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION**

By: Al Berry

Its President (Al Berry)

And By: Bill Roberts

Its Secretary (Bill Roberts)

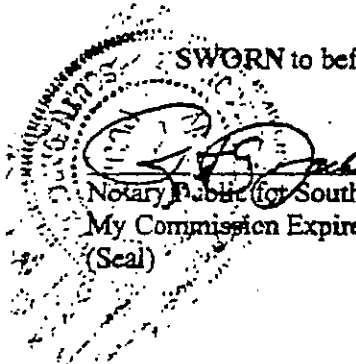
Witness:

Debra E. Knau  
Jane Dames

STATE OF SOUTH CAROLINA )  
 ) ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me ROBERT E. JACKSON and made oath that (s)he saw the within named Al Berry, President of Woodside Plantation Property Owners Association, and Bill Roberts, Secretary of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Dick Lamar  
Witness (Dick Lamar)

SWORN to before me this 12TH day of March 2002.  
  
Notary Public for South Carolina  
My Commission Expires: October 8, 2009  
(Seal)

Return document to:  
WOODSIDE PLANTATION P.O.  
1411 SILVER BLUFF ROAD  
AIKEN SC 29803

3-12-02 at 1250 hrs  
RECORDED  
Robert E. Jackson  
R.E.J. AIKEN COUNTY

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN ) TWENTY-EIGHTH AMENDMENT/  
 ) SUPPLEMENTARY DECLARATION TO  
 ) THE COVENANTS AND RESTRICTIONS  
 ) OF WOODSIDE PLANTATION PROPERTY  
 ) OWNERS' ASSOCIATION, INC., AND  
 ) WOODSIDE DEVELOPMENT COMPANY OF  
 ) AIKEN, INC.

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc., did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, (RMC) in Misc. Book 451, at page 93, et. seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the twenty-eighth such addition to the Declaration; and

WHEREAS, as permitted by PART ONE, ARTICLE II, Section 2 of the Declaration, Woodside Development Limited Partnership ("WDLP"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, pursuant to PART ONE, ARTICLE II, Section 2(a) of the Declaration, WDLF desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

NOW, THEREFORE, the undersigned Woodside Development Limited Partnership, by WSC Corp., its general partner, by its duly elected Vice-President, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.
2. Pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2, of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this Twenty-eighth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth

hereafter. The operation and effect of the covenants and restrictions of the Declaration, as supplemented and modified, shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit A shall be and constitute Oakman's Bluff at Woodside, Phase 2, Section 26 and, as such, shall be a portion of Woodside Plantation to be known as "The Reserve at Woodside Plantation".

3. As permitted by the provisions of PART ONE, ARTICLE II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the R.M.C. Office in Volume 934, at page 129, et. seq., as amended by the Amendment to the Twelfth Amendment recorded in the R.M.C. Office in Volume 944, at page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation, with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. ("POA") upon completion and sale of ninety-five percent (95%) of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from WDLP to Woodside Plantation Property Owners' Association, Inc.
  
4. All initial purchasers of lots/homes within the property described on Exhibit A, and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in, The Reserve Club at Woodside Plantation ("The Reserve Club"), and as such to pay all fees and dues for such membership as prevailing, from time to time, in the discretion of the governing body of The Reserve Club. Memberships in The Reserve Club with rights and privileges greater than those available to social members (and commensurately higher fees and dues) may be available at any time, and from time to time, from The Reserve Club, upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership, and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described on Exhibit A, and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or WDLP generally under the Declaration.

5. This Twenty-eighth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of PART ONE, ARTICLE II, Section 2, of the Declaration and shall become effective upon recordation of same.
6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated and shall remain in full force and effect as so modified, supplemented and changed.

This Twenty-eighth Amendment/Supplementary Declaration is executed this 12th day of March, 2002.

Witnessed by:

Woodside Development Limited Partnership,  
a South Carolina limited partnership.  
By: WSC Corp., its General Partner

Mary L. Keenan  
Charles E. Simons III

By: Stephen R. Bishop  
Print Name: Stephen R. Bishop  
Print Title: Vice President

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

ACKNOWLEDGMENT

I, Charles E. Simons, III, the undersigned notary, do hereby certify that Woodside Development Limited Partnership, a South Carolina limited partnership, by WSC Corp., its General Partner, by Stephen R. Bishop, its Vice President, did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 12th day of March, 2002.

Charles E. Simons III

Notary Public for South Carolina

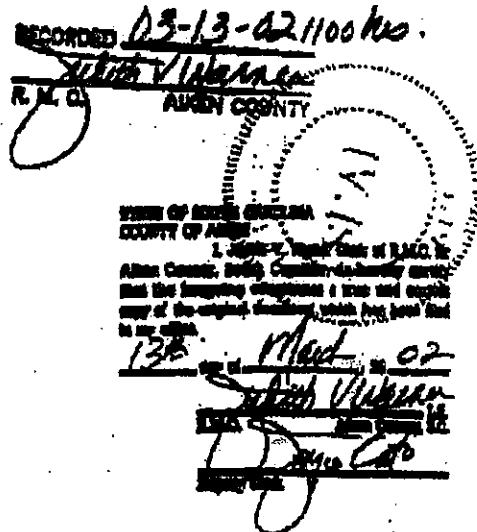
My Commission Expires: 11/20/10

EXHIBIT A

ALL that certain piece, parcel or tract of land, situate, lying and being in Woodside Plantation, City and County of Alken, South Carolina, shown and described as Oakman's Bluff at Woodside, Phase 2, Section 28 upon Record Plat thereof, prepared for Woodside Development Limited Partnership by Southern Partners Engineering & Land Surveying Company, Inc., dated January 14, 2002, and recorded in Plat Book 45, at pages 51-53, inclusive, records of Alken County, South Carolina.

The above-described Oakman's Bluff at Woodside, Phase 2, Section 28, contains approximately 45 acres, is subdivided into fifty-six (56) residential lots, numbered 833 through 888, inclusive, and further includes related roadways, common area buffers and proposed lake with adjacent common area. For a more detailed description of the area encompassing Oakman's Bluff at Woodside, reference is made to the aforementioned Record Plat.

Portion of Tax Parcel No.: 00-135-01-275



10.00  
Recording: \$10.00  
Return to C.E. Simons, III

MISCELLANEOUS  
VOL 1133 PAGE 275

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
TWENTY-NINTH AMENDMENT/  
SUPPLEMENTARY DECLARATION TO  
THE COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc., did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, (RMC) in Misc. Book 451, at page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the twenty-ninth such addition to the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2 of the Declaration, The Reserve at Woodside LLC, a S. C. limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2(a), of the Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned The Reserve at Woodside LLC, by Stephen R. Bishop, Attorney-in-Fact, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.



2. Pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2, of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this Twenty-ninth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restrictions of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit A shall be and constitute The Overlook, The Reserve at Woodside, Phase 3, Section 1, and, as such, shall be a portion of the Woodside Plantation to be known as "The Reserve at Woodside Plantation".
3. As permitted by the provisions of PART ONE, ARTICLE II, Section 2 (a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the R.M.C. Office in Volume 934, at page 129, et. seq., as amended by the Amendment to the Twelfth Amendment recorded in the R.M.C. Office in Volume 944, at page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five percent (95%) of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.
4. All initial purchasers of lots/homes within the property described on Exhibit A, and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in, The Reserve Club at Woodside Plantation ("The Reserve Club"), and as such to pay all fees and dues for such membership as prevailing, from time to time, in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the

commensurately higher fees and dues) may be available at any time, and from time to time, from The Reserve Club, upon then prevailing terms and conditions; but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership, and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit A, and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. This Twenty-ninth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority PART ONE, ARTICLE II, Section 2, of the Declaration and shall become effective upon recordation of same.
6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated and shall remain in full force and effect as so modified, supplemented or changed.
7. This Twenty-ninth Amendment/Supplementary Declaration is executed this 20th day of June, 2002.

Witnessed by:

Mary L. Keptel  
Charles E. Simons, III

The Reserve at Woodside LLC

By: Stephen R. Bishop  
Stephen R. Bishop, Attorney-in-Fact  
(See Misc. Book 1133, at page 79)

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

ACKNOWLEDGMENT

I, Charles E. Simons, III, the undersigned notary, do hereby certify that The Reserve at Woodside LLC, by Stephen R. Bishop, Attorney-in-Fact, did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20th day of June, 2002.

Charles E. Simons, III  
Notary Public for South Carolina  
My Commission Expires: 11/20/10

Portion of Tax Parcel No.: 00-135-01-275

**RECORDED**

6-20-02 @ 1440 hr

*Rudith McWarner*  
R.M.O. Aiken County

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

THIRTIETH AMENDMENT/  
DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT  
COMPANY OF AIKEN, INC.

THIS THIRTIETH AMENDMENT to the Declaration of Covenants and Restrictions is made this  
19th day of December 2002 by the Directors of the Woodside Plantation Property Owners  
Association, Inc.

**WITNESSETH:**

**WHEREAS**, on September 5, 1986, the Declaration of Covenants and Restrictions  
("Declaration") was adopted by Woodside Plantation Property Owner's Association, Inc.  
("WPPOA") and Woodside Development Company of Aiken, Inc ("WDC") and recorded in the  
Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed  
Book 451, at Page 93, et. Seq.; and,

**WHEREAS**, the Declaration has been amended by First Amendment dated June 30, 1986,  
and recorded in the RMC at Deed Book 513, at Page 241;

by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at  
Page 246;

by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524,  
at Page 296;

by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591,  
at Page 65;

by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598,  
at Page 215;

by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book  
598, at Page 219;

by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book  
599, at Page 38;

by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book  
813 at Page 344-346;

by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850  
at Page 345-346;

by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book  
894 at Page 181-183;

by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908  
at Page 36-38 and

by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934  
at Page 129-132;

by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed  
Book 938 at Page 158-161;

**MISCELLANEOUS**  
**VOL 1166 PAGE 276**

by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book 953 at Page 113-115;

by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249;

by Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183;

by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Page 323-327;

by Eighteenth Amendment dated February 16, 2000 and recorded in the RMC at Deed Book 1015 at Page 37-40;

by Nineteenth Amendment dated May 15, 2000 and recorded in the RMC at Deed Book 1025 at Page 67-70;

by Twentieth Amendment dated November 30, 2000 and recorded in the RMC at Deed Book 1050 at Page 303-307;

by Twenty-First Amendment dated January 17, 2001 and recorded in the RMC at Deed Book 1055 at Page 153-156;

by Twenty-Second Amendment dated July 6, 2001 and recorded in the RMC at Deed Book 1081 at Page 68-86;

by Twenty-Third Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 64-67;

by Twenty-Fourth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 60-63;

by Twenty-Fifth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 56-59;

by Twenty-Sixth Amendment dated December 12, 2001 and recorded in the RMC at Deed Book 1104 at Page 346;

by Twenty-Seventh Amendment dated March 12, 2002 and recorded in the RMC at Deed Book 1118 at Page 52-55.

by Twenty-Eighth Amendment dated March 13, 2002 and recorded in the RMC at Deed Book 1118 at Page 48-51.

by Twenty-Ninth Amendment dated June 20, 2002 and recorded in the RMC at Deed Book 1133 at Page 275-278.

**WHEREAS**, on August 19, 2002, the Board of Directors of the WPPOA gave notice to the Members of the WPPOA of the Annual Meeting of the WPPOA to be held on September 24, 2002; and,

**WHEREAS**, three-fourths (3/4) of the votes cast on the following proposed amendment were cast in favor thereof.

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

**Covenant Amendment #1**

Resolved: Part Two, Article 1, Section 18 of the Declaration and the 14<sup>th</sup> Amendment to the Declaration, Vol. 953, Page 113 dated December, 1998 be further Amended to add the following:

d. For Receive and Transmit Signal Satellite Dish (only), antenna may be attached on the exterior portion of any dwelling in the instance where an adequate location, five feet above ground level is not readily available. Location Must be in accordance with FCC Guidelines and approved by the POA. The R & T Dish is restricted to 39.37" in diameter. This type dish MUST be installed by properly certified professional personnel. Dish MUST be labeled to give notice of potential hazard.

**Covenant Amendment #2**

Resolved, Part Two, Article I, Section 11, page 23, Unsightly Conditions: add the following sentence in italic.

Section 11. Unsightly Conditions. It shall be the responsibility of each owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt condition of buildings or grounds on his property either before, during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

*"It shall further be the responsibility of each owner and tenant thereof to maintain their property including the road right-of-way between their platted property line and the street curb".*

**Covenant Amendment #3**

5. Resolved that Part Two, Article 1, Section 16 of the Covenants of Woodside be amended to add the following paragraph (i).

**Section 16: Offensive Activity**

- (i) It shall be unlawful for any person to discharge any firearm, air rifle or pistol, or other weapon within the property of Woodside Plantation. Nothing in this section shall be construed to apply to persons discharging firearms in protection of their life or property or to peace officers in the actual discharge of their duties.

MISCELLANEOUS  
VOL 1166 PAGE 278

This Thirtieth Amendment to Declaration is executed this 19<sup>th</sup> day of December 2002.

Witness:

Jane Dames  
Paul Dames

WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION

By:

Q. S. B.  
Its President (Al Berry)

And By:

Bill Roberts  
Its Secretary (Bill Roberts)



MISCELLANEOUS  
VOL 1166 PAGE 279

STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me ROBERT E. JACKSON and made oath that (s)he saw the within named Al Berry, President of Woodside Plantation Property Owners Association, and Bill Roberts, Secretary of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Dick Lamar  
Witness (Dick Lamar)

SWORN to before me this 19TH day of December 2002.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: My Commission Expires  
(Seal) October 8, 2009

12-19-02 at 1015 hrs  
RECORDED  
[Signature]  
E.M.C. AIKEN COUNTY

Woodside Plantation POA  
1411 Silver Bluff Rd  
Aiken, SC 29803



Recording: \$10.00  
Return to C.E. Simons, III

**MISCELLANEOUS**  
**VOL 1179 PAGE 213**

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

THIRTY-FIRST AMENDMENT/  
SUPPLEMENTARY DECLARATION TO  
THE COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc., did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, (RMC) in Misc. Book 451, at page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the twenty-ninth such addition to the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2 of the Declaration, The Reserve at Woodside LLC, a S. C. limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2(a), of the Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned The Reserve at Woodside LLC, by Wesley K. Baldwin, Attorney-in-Fact, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.

2. Pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2, of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this Thirty-first Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restrictions of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit A shall be and constitute Belmont Bluffs, The Reserve at Woodside, Phase 3, Section 2, and, as such, shall be a portion of the Woodside Plantation to be known as "The Reserve at Woodside Plantation".
3. As permitted by the provisions of PART ONE, ARTICLE II, Section 2 (a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the R.M.C. Office in Volume 934, at page 129, et. seq., as amended by the Amendment to the Twelfth Amendment recorded in the R.M.C. Office in Volume 944, at page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five percent (95%) of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.
4. All initial purchasers of lots/homes within the property described on Exhibit A, and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in, The Reserve Club at Woodside Plantation ("The Reserve Club"), and as such to pay all fees and dues for such membership as prevailing, from time to time, in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the commensurately higher fees and dues) may be available at any time, and

from time to time, from The Reserve Club, upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership, and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit A, and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. This Thirty-first Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority PART ONE, ARTICLE II, Section 2, of the Declaration and shall become effective upon recordation of same.
6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated and shall remain in full force and effect as so modified, supplemented or changed.
7. This Thirty-first Amendment/Supplementary Declaration is executed this 7th day of March, 2003.

Witnessed by:

The Reserve at Woodside LLC

L.M. McFarland  
Diana M. Peters

By: Wesley K. Baldwin  
Wesley K. Baldwin, Attorney-in-Fact  
(See Misc. Book 1133, at page 81)

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF AIKEN )

Diana M. Peters  
I, ~~Charles E. Simons, III~~, the undersigned notary, do hereby certify that The Reserve at Woodside LLC, by Wesley K. Baldwin, Attorney-in-Fact, did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 7th day of March, 2003.

Diana M. Peters  
Notary Public for South Carolina  
My Commission Expires: My Commission Expires  
September 17, 2012

Portion of Tax Parcel No.: 00-135-01-275

3-17-83 at 1155 hrs  
RECORDED  
C. J. T. Warner  
F.M.C. AIKEN COUNTY  
C. J.

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

) THIRTY-SECOND AMENDMENT/  
) DECLARATION OF COVENANTS AND  
) RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT  
COMPANY OF AIKEN, INC.

THIS THIRTY-SECOND AMENDMENT to the Declaration of Covenants and Restrictions is made this 8th day of December 2003 by the Directors of the Woodside Plantation Property Owners Association, Inc.

**WITNESSETH:**

WHEREAS, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owner's Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. Seq.; and,

WHEREAS, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;

by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;

by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;

by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;

by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;

by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;

by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;

by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;

by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;

by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;

by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38 and

by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132;

by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161;



by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book 953 at Page 113-115;

by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249;

by Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183;

by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Page 323-327;

by Eighteenth Amendment dated February 16, 2000 and recorded in the RMC at Deed Book 1015 at Page 37-40;

by Nineteenth Amendment dated May 15, 2000 and recorded in the RMC at Deed Book 1025 at Page 67-70;

by Twentieth Amendment dated November 30, 2000 and recorded in the RMC at Deed Book 1050 at Page 303-307;

by Twenty-First Amendment dated January 17, 2001 and recorded in the RMC at Deed Book 1055 at Page 153-156;

by Twenty-Second Amendment dated July 6, 2001 and recorded in the RMC at Deed Book 1081 at Page 68-86;

by Twenty-Third Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 64-67;

by Twenty-Fourth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 60-63;

by Twenty-Fifth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 56-59;

by Twenty-Sixth Amendment dated December 12, 2001 and recorded in the RMC at Deed Book 1104 at Page 346;

by Twenty-Seventh Amendment dated March 12, 2002 and recorded in the RMC at Deed Book 1118 at Page 52-55;

by Twenty-Eighth Amendment dated March 13, 2002 and recorded in the RMC at Deed Book 1118 at Page 48-51;

by Twenty-Ninth Amendment dated June 20, 2002 and recorded in the RMC at Deed Book 1133 at Page 275-278;

by Thirtieth Amendment dated December 19, 2002 and recorded in the RMC at Deed Book 1166 at Page 275-279;

by Thirty-First Amendment dated March 7, 2003 and recorded in the RMC at Deed Book 1179 at Page 213-216;

**WHEREAS**, on August 19, 2003, the Board of Directors of the WPPOA gave notice to the Members of the WPPOA of the Annual Meeting of the WPPOA to be held on September 23, 2003; and,

**WHEREAS**, three-fourths (3/4) of the votes cast on the following proposed amendment were cast in favor thereof.

NOW, THEREFORE, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

**Covenant Amendment #1**

Resolved that Article VIII, Section 1, paragraph (a) of the By-Laws of WPPOA be amended to read:

Section 1. Powers.

- (a) To adopt and publish rules and regulations governing the use of the Common Property, Restricted Common Property, if applicable, and the facilities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof. All Rules and Regulations will apply equally and without malice to all Members, visitors, contractors, sub-contractors, utilities and any other user of the private roads of Woodside Plantation. The WPPOA may fine or, in the case of non-members, fine and/or cause entry passes to be pulled or restricted from those in violation of the rules and regulations of Woodside Plantation. The WPPOA may cause non-entry onto the roads of Woodside Plantation in instances wherein satisfaction of issues is beyond resolve by non-property owners.

**Covenant Amendment #2**

Resolved, that the Eleventh Amendment to the Declaration of Covenants, Vol. 908 Pages 36-38 recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, and dated March 11, 1998, be amended to read as follows below. This Amendment will be in addition to the existing Part Four, Article IV, Section 2 of the Declaration.

Whereas: The Property Owners Association recognizes the utilization of a fine only as a means to insure compliance to the rules and regulations contained within the Covenants, By-laws and other written associated documents.

The Board of Directors shall have the power to impose reasonable fines to enforce the Covenants and Amendments; the Building Guidelines of Woodside Plantation, latest edition; and any other rules and regulations it may, from time to time, adopt and publish. The Board shall not impose a fine upon a Member, Contractor, Vendor, etc. for the violation of a Covenant, Amendment, Restriction, or Rule or Regulation unless and until the following procedure is followed:

Change Paragraph (a) to read:

- a. In the event that such Property Owner, Visitor, Vendor, Contractor or Sub-contractor fails to comply to any published and distributed portion found within the existing Covenants, Amendments, Building Guidelines of Woodside Plantation, latest edition, Rules and Regulations, which may be published over time, a violation of any of these articles may be subject to fines from \$100.00 up to \$300.00 per violation, and / or a fine in the amount of \$25.00 per day until said violation is satisfactorily remedied, commencing with a date ten (10) days from written notice ( where applicable) of said violation. In addition to any fine, cost to repair, replace or correct, if applicable, may be added and will become the responsibility of the person or persons so fined.

Change Paragraph (c) to include the following:

A Property Owner, Visitor, Vendor, Contractor or Sub-Contractor "fined in accordance-----"

---

This Thirty-second Amendment to Declaration is executed this 8th day of December 2003.

WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION

Witness:

John M. Gipp  
Wendy P. West

By:

Al Berry  
Its President (Al Berry)

And By:

Roger Anderson  
Its Secretary (Roger Anderson)

Allen B Radcliffe, Jr.  
ASSOCIATION MANAGER

STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me L. Jane Dames and made oath that (s)he saw the within named Al Berry, President of Woodside Plantation Property Owners Association, and Roger Anderson Secretary of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Allen B Radcliffe, Jr.  
Witness (Allen Radcliffe)

SWORN to before me this 8th day of December 2003.

L. Jane Dames  
Notary Public for South Carolina  
My Commission Expires: My Commission Expires January 28, 2013  
(Seal)

12-8-03 C 111072  
RECORDED  
Quintin V. Danner  
S.M.C. AIKEN COUNTY  
LS

Woodside Plantation Property Owners Assoc.  
411 Silver Bluff Rd.  
Aiken SC 29803  
att: M. Radcliffe



STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

) FIRST AMENDMENT TO THE  
) THIRTY-SECOND AMENDMENT/  
) DECLARATION OF COVENANTS AND  
) RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT  
COMPANY OF AIKEN, INC.

Due to scribe errors, some pertinent information was omitted from the Thirty-Second Amendment and therefore has been amended and rewritten in its entirety to reflect the correct information voted on at the Woodside Plantation Property Owners' Association Annual Meeting on September 23, 2003.

THIS FIRST AMENDMENT TO THE THIRTY-SECOND AMENDMENT to the Declaration of Covenants and Restrictions is made this 15<sup>th</sup> day of December 2006 by the Directors of the Woodside Plantation Property Owners Association, Inc.

**WHEREAS**, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owners' Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc. ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. Seq.; and,

**WHEREAS**, The Thirty-Second Amendment/Declaration to the Woodside Plantation Declaration of Covenants and Restrictions was recorded in Miscellaneous Book 1235, at Pages 91 through 95 records of Aiken County, South Carolina ("Thirty-Second Amendment"); and

**WHEREAS**, on August 19, 2003, the Board of Directors of the WPPOA gave notice to the Members of the WPPOA of the Annual Meeting of the WPPOA to be held on September 23, 2003; and,

**WHEREAS**, three-fourths (3/4) of the votes cast on the following proposed amendment were cast in favor thereof.

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

#### **Covenant Amendment #1**

Resolved that Article VIII, Section 1, paragraph (a) of the By-Laws of WPPOA be amended to read:

#### Section 1. Powers.

- (a) To adopt and publish rules and regulations governing the use of the Common Property, Restricted Common Property, if applicable, and the facilities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the

infraction thereof. All Rules and Regulations will apply equally and without malice to all Members, visitors, contractors, sub-contractors, utilities and any other user of the private roads of Woodside Plantation. The WPPOA may fine or, in the case of non-members, fine and/or cause entry passes to be pulled or restricted from those in violation of the rules and regulations of Woodside Plantation. The WPPOA may cause non-entry onto the roads of Woodside Plantation in instances wherein satisfaction of issues is beyond resolve by non-property owners.

### **RULES AND REGULATIONS**

**The following Rules and Regulations are provided to enhance the enjoyment of your property and all common and restricted common property and facilities of Woodside Plantation community.**

**These Rules and Regulations apply to all Members, their Guests, Visitors, Contractors, Sub-Contractors, or any such user of the private roads and facilities within Woodside Plantation. The Rules and Regulations listed herewithin are in addition to any other published standards and are complimentary to the existing Covenants and Amendments of Woodside Plantation. The following is non-inclusive and may be subject to change.**

- 1. Rules and Regulations**
- 2. Overnight parking is prohibited on any Woodside street.**
- 3. Unsightly conditions will not be acceptable. They include such items as unkempt properties; untidy construction sites; etc.**
- 4. Dumping of lawn debris, tree clippings or other materials will not be tolerated on the Common, Restricted Common or private property at any time. Lawn clippings and refuse will not be placed for pick-up prior to the evening proceeding garbage pick up day. Landscape contractors are required to remove all debris from Woodside.**
- 5. All pets will be under constant control and not allowed to soil other's property or allowed to continually bark.**
- 6. Door to door solicitations are prohibited.**
- 7. No signs of any type are permitted unless approved by the Architectural Review Board or the WPPOA.**
- 8. Motorcycles are prohibited at all times.**
- 9. Parking on landscaped road sides is prohibited vehicles parked in non-designated areas are subject to towing.**
- 10. Loud, offensive noise, at any time, such as radios, etc. is not acceptable.**
- 11. Washing of sand, silt or other materials down any Woodside drain is prohibited.**
- 12. All Woodside traffic signs are to be adhered to.**
- 13. Vehicles without proper or legal passes will be prohibited entry into Woodside and passes will be confiscated.**
- 14. Any damage to property is your responsibility.**

**Failure to follow these conditions of entry will subject you to monetary fines as outlined under the latest fine procedure documents. Non- Residents may also be subject to denial of access into Woodside Plantation.**

**Any fine or loss of pass privilege may be appealed to the Woodside Plantation Board of Directors at the next scheduled meeting. Appeals must be scheduled in advance.**



The Board may, in accordance with the existing By-Laws, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order in the Woodside Plantation Community, for its care and cleanliness, and/or for the protection of its reputation thereof. When notice of any such alteration, amendment, revocation or addition to this document is given to any Member, guest, contractor, sub-contractor etal, it shall have the same force and effect as if originally made a part of these Rules and Regulations.

This contract is legal notification of some of the Rules and Regulations accepted for the issuance of ingress/egress authority into Woodside Plantation.

## **Covenant Amendment #2**

Resolved, that the Eleventh Amendment to the Declaration of Covenants, Vol. 908 Pages 36-38 recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, and dated March 11, 1998, be amended to read as follows below. This Amendment will be in addition to the existing Part Four, Article IV, Section 2 of the Declaration.

Whereas: The Property Owners Association recognizes the utilization of a fine only as a means to insure compliance to the rules and regulations contained within the Covenants, By-laws and other written associated documents.

The Board of Directors shall have the power to impose reasonable fines to enforce the Covenants and Amendments; the Building Guidelines of Woodside Plantation, latest edition; and any other rules and regulations it may, from time to time, adopt and publish. The Board shall not impose a fine upon a Member, Contractor, Vendor, etc. for the violation of a Covenant, Amendment, Restriction, or Rule or Regulation unless and until the following procedure is followed:

Change Paragraph (a) to read:

- a. In the event that such Property Owner, Visitor, Vendor, Contractor or Sub-contractor fails to comply to any published and distributed portion found within the existing Covenants, Amendments, Building Guidelines of Woodside Plantation, latest edition, Rules and Regulations, which may be published over time, a violation of any of these articles may be subject to fines from \$100.00 up to \$300.00 per violation, and / or a fine in the amount of \$25.00 per day until said violation is satisfactorily remedied, commencing with a date ten (10) days from written notice ( where applicable) of said violation. In addition to any fine, cost to repair, replace or correct, if applicable, may be added and will become the responsibility of the person or persons so fined.

Change Paragraph (c) to include the following:

A Property Owner, Visitor, Vendor, Contractor or Sub-Contractor "fined in accordance-----"

Resolved that Exhibit "C", of the BY-LAWS of Woodside Plantation Property Owners Association, Inc., Article VI, Section 1, Page 10 be changed to read as follows:

**ARTICLE VI**  
**NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors by the Members shall be made by a Nominating Committee. Nominations may also be made by a petition of not less than forty (40) Members in good standing submitting such nomination in writing to any officer or Director at least twenty-four (24) hours prior to the date and time set for the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association, consisting of any combination of Board Members or non Board members. The Nominating Committee Chairperson shall be appointed by the Board of Directors at the first meeting of the new Board following each annual meeting of the Members, to serve from that point until the close of the next annual meeting and such appointment shall be announced at the first POA Board Meeting after the annual meeting. The Chairperson will solicit the Membership for volunteers and name the Committee at the time of selection, no later than three months from his or her selection. The Nominating Committee shall make as many nominations for election to the Board of Director as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made only from among Members in good standing and shall be made in such categories of directorship as required by the provisions of ARTICLE V, Section 1 of these By-Laws.

This First Amendment to the Thirty-Second Amendment to Declaration is executed this 15<sup>th</sup> day of December, 2006.

WOODSIDE PLANTATION  
PROPERTY OWNERS' ASSOCIATION

Witness:

Brandi Halloway  
Alisa S. Math  
Mecanie Broca

By: Al Berry  
Its President (Al Berry)

And By: Chuck Newton, II  
Its Secretary (Chuck Newton)

STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me AL Berry and Chuck Newton and made oath that (s)he saw the within named Al Berry, President of Woodside Plantation Property Owners Association, and Chuck Newton Secretary of Woodside Plantation Property Owners Association, sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Melanie Brock

Witness (Melanie Brock)

SWORN to before me this 15th day of December 2006.

Geraldine F. Johnson  
Notary Public for South Carolina  
My Commission Expires: 7-6-2010  
(Seal)

2006040663

AMENDED COVENANTS

RECORDING FEES

\$11.00

PRESENTED & RECORDED:

12-19-2006 03:24 PM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4108

PG: 1015 - 1019



MISCELLANEOUS  
VOL 1270 PAGE 203

Recording: \$12.00  
Return to C.E. Simons, III

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN            )   THIRTY-THIRD AMENDMENT/  
  )   SUPPLEMENTARY DECLARATION TO  
  )   THE COVENANTS AND RESTRICTIONS  
  )   OF WOODSIDE PLANTATION PROPERTY  
  )   OWNERS' ASSOCIATION, INC., AND  
  )   WOODSIDE DEVELOPMENT COMPANY OF  
  )   AIKEN, INC.

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc., did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, (RMC) in Misc. Book 451, at page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the thirty-third such addition to the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2 of the Declaration, The Reserve at Woodside LLC, a S. C. limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2(a), of the Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned The Reserve at Woodside LLC, by Diana M. Peters, Attorney-in-Fact, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.

2. Pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2, of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this Thirty-third Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restrictions of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit A shall be and constitute Sections 3,4,5, and 6A, The Reserve at Woodside, Phase 3, and, as such, shall be a portion of Woodside Plantation known as "The Reserve at Woodside Plantation".
3. As permitted by the provisions of PART ONE, ARTICLE II, Section 2 (a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the R.M.C. Office in Volume 934, at page 129, et. seq., as amended by the Amendment to the Twelfth Amendment recorded in the R.M.C. Office in Volume 944, at page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five percent (95%) of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.
4. All initial purchasers of lots/homes within the property described on Exhibit A, and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in, The Reserve Club at Woodside Plantation ("The Reserve Club"), and as such to pay all fees and dues for such membership as prevailing, from time to time, in the discretion of the governing body of The Reserve Club.

Membership in The Reserve Club with rights and privileges greater than those available to social members (the commensurately higher fees and dues) may be available at any time, and from time to time, from The Reserve Club, upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership, and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit A, and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. To the extent that Pleasant Colony Drive appears upon the sundry Record Plats of the property described on Exhibit A, all sidewalks and live oak trees constructed and planted; respectfully, within the platted right-of-way of Pleasant Colony Drive shall be maintained by The Reserve or Woodside Plantation Property Owners' Association, Inc., according to which entity has ownership and maintenance responsibility at the time, for the use and enjoyment of individual Woodside Property owners, their families, guests and business invitees.
6. This Thirty-third Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority PART ONE, ARTICLE II, Section 2, of the Declaration and shall become effective upon recordation of same.
7. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated and shall remain in full force and effect as so modified, supplemented or changed.
8. This Thirty-third Amendment/Supplementary Declaration is executed this 23rd day of April, 2004.

Witnessed by:

Brian L. Gier  
Mary L. Gier

The Reserve at Woodside LLC

By: Diana M. Peters  
Diana M. Peters, Attorney-in-Fact  
(See Misc. Book 1228, at page 191 )

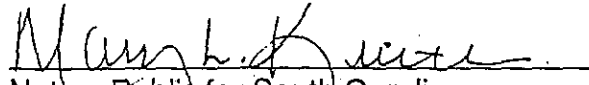


STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

ACKNOWLEDGMENT

I, Charles E. Simons, III, the undersigned notary, do hereby certify that The Reserve at Woodside LLC, by Diana M. Peters, Attorney-in-Fact, did personally appear before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of April, 2004.

  
Notary Public for South Carolina  
My Commission Expires: 03-18-07

## **EXHIBIT A**

### **PARCEL NO. 1:**

ALL that certain piece, parcel or tract of land, situate, lying and being in Woodside Plantation, City and County of Aiken, South Carolina, shown and described as Phase 3, Section 3, The Reserve at Woodside, upon Record Plat thereof, prepared for The Reserve at Woodside, LLC, by Southern Partners Engineering & Land Surveying Company, Inc., last revised on April 19, 2004, and recorded in Plat Book 47, at page 328 , records of Aiken County, South Carolina.

The above described Phase 3, Section 3, contains 8.21 project acres, is subdivided into eleven (11) residential lots, numbered 163 through 173, inclusive, and further includes related roadways and common area. For a more detailed description of the subject property reference is made to the aforesaid Record Plat.

Portion of Tax Parcel No.: 00-135-01-275

### **PARCEL NO. 2:**

ALL that certain piece, parcel or tract of land, situate, lying and being in Woodside Plantation, City and County of Aiken, South Carolina, shown and described as Phase 3, Section 4, The Reserve at Woodside upon a Record Plat thereof, prepared for The Reserve at Woodside LLC, by Southern Partners Engineering & Land Surveying Company, Inc., last revised on April 19, 2004, and recorded in Plat Book 47, at page 329, records of Aiken County, South Carolina.

The above described Phase 3, Section 4, contains 16.10 project acres, is subdivided into thirty-four (34) residential lots, numbered 174 through 187 and 218 through 237, inclusive, and further includes related roadways and common area. For a detailed description of the subject property reference is made to the aforesaid Record Plat.

Portion of Tax Parcel No.: 00-135-01-275

### **PARCEL NO. 3:**

ALL that certain piece, parcel or tract of land, situate, lying and being in Woodside Plantation, City and County of Aiken, South Carolina, shown and described as Phase 3, Section 5, The reserve at Woodside upon Record Plat thereof, prepared for The Reserve at Woodside LLC, by Southern Partners Engineering & Land Surveying Company, Inc., last revised April 19, 2004, and recorded in Plat Book 47, at page 330, records of Aiken County, South Carolina.

The above described Phase 3, Section 5, contains 12.64 project acres, is subdivided into thirty-two (32) residential lots, numbered 188 through 127B, inclusive, and further includes related roadways and common area. For a more detailed description of the subject property reference is made to the aforesaid Record Plat.

Portion of Tax Parcel No.: 00-135-01-275

**PARCEL NO. 4:**

ALL that certain piece, parcel or tract of land, situate, lying and being in Woodside Plantation, City and County of Aiken, South Carolina, shown and described as Phase 3, Section 6A, The Reserve At Woodside, upon Record Plat thereof, prepared for The Reserve at Woodside LLC, by Southern Partners Engineering & Land Surveying Company, Inc., last revised April 19, 2004, and recorded in Plat Book 47, at page 331, records of Aiken County, South Carolina.

The above described Phase 3, Section 6A, contains 24.02 project acres, is subdivided into thirty-four (34) residential lots, numbered 238 through 253 and 276 through 293, inclusive, and further include related roadways and common area. For a more detailed description of the subject property reference is made to the aforesaid Record Plat.

Portion of Tax Parcel No.: 00-135-01-275

4-23-04C 1330/ks  
RECORDED  
*David V. Hammer*  
B.M.C. AIKEN COUNTY  
*JS*

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
FIRST AMENDMENT TO THE  
THIRTY-THIRD AMENDMENT/  
SUPPLEMENTARY DECLARATION TO  
THE COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc., did on September 5, 1986, execute and record that certain Declaration of Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken, Inc. (hereinafter referred to as the "Declaration") which document was recorded in the Office of the Registrar of Mesne Conveyances of Aiken County, South Carolina in Miscellaneous Book 451, at Page 93, et seq.; and

**WHEREAS**, the Thirty-Third Amendment/Supplementary Declaration to the Woodside Plantation Declaration of Covenants and Restrictions was recorded in Miscellaneous Book 1270, at Page 203, records of Aiken County, South Carolina ("Thirty-Third Amendment"); and

**WHEREAS**, as permitted by Part One, Article II, Section 2 (a) of the Declaration, The Reserve at Woodside LL, a South Carolina limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to amend the Thirty-Third Amendment.

**NOW, THEREFORE**, the undersigned The Reserve at Woodside LLC, by Diana M. Peters, attorney-in-fact, does hereby state and provide as follows:

1. Paragraph 5 of the Thirty-Third Amendment is amended and restated as follows:

"5. To the extent that Pleasant Colony Drive appears upon the sundry Record Plats of the property described on Exhibit A, all sidewalks constructed within the platted right-of-way of Pleasant Colony Drive shall be maintained by The Reserve or Woodside Plantation Property Owners' Association, Inc., according to which entity has ownership and maintenance responsibility at the time, for the use and enjoyment of individual Woodside Property owners, their families, guests and business invitees."

2. A new Paragraph 6 shall be inserted as follows and the remaining paragraphs of the Thirty-Third Amendment shall be renumbered consecutively:

"6. All live oak trees planted by the Company on the Lots situated along West Pleasant Colony Drive, S.W. as shown on the Record Plat, whether within or outside of the platted right-of-way of West Pleasant Colony Drive, S.W., shall be maintained, including providing irrigation, by the owner of the Lot

on which said live oak trees may be planted. In the event any live oak tree dies for any reason one year or more after its initial planting, it shall be the sole responsibility of the owner of the Lot on which said live oak tree may be planted to replace the tree as soon as reasonably possible. All costs associated with maintaining and replacing, if necessary, the live oak trees shall be the responsibility of the Lot owner on which said live oak trees may be planted."

3. This First Amendment to the Thirty-Third Amendment is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon recordation of same.

4. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration and the Thirty-Third Amendment are reaffirmed and restated and shall remain in full force and effect as so modified, supplemented or changed.

5. This First Amendment to Thirty-Third Amendment is executed this 8<sup>th</sup> day of July, 2005.

Cassandra Mitchell  
Witness  
Virginia M. McLean  
Witness

The Reserve at Woodside LLC

By: Diana M. Peters  
Diana M. Peters, as Attorney-in-Fact  
(See Misc. Book 1228, at Page 191)

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF AIKEN )

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside LLC, a South Carolina limited liability company, by Diana M. Peters, as its attorney-in-fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 8 day of July, 2005.

Virginia M. McLean  
Notary Public

My Commission Expires: 2-29-12

Cassandra Mitchell

2005603705

RESTRICTIVE COVENANTS  
RECORDING FEES

\$10.00

PRESENTED & RECORDED:

07-22-2005 12:53 PM

JUDITH WARNER  
REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC

By: LYNN STEMBRIDGE DEPUTY

BK:RB 4006

PG:1282-1282

**WHEREAS**, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;  
by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;  
by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;  
by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;  
by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;  
by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;  
by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;  
by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;  
by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;  
by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;  
by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38 and  
by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132;  
by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161;

by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book 953 at Page 113-115;  
by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249;  
by Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183;  
by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Page 323-327;  
by Eighteenth Amendment dated February 16, 2000 and recorded in the RMC at Deed Book 1015 at Page 37-40;  
by Nineteenth Amendment dated May 15, 2000 and recorded in the RMC at Deed Book 1025 at Page 67-70;  
by Twentieth Amendment dated November 30, 2000 and recorded in the RMC at Deed Book 1050 at Page 303-307;  
by Twenty-First Amendment dated January 17, 2001 and recorded in the RMC at Deed Book 1055 at Page 153-156;  
by Twenty-Second Amendment dated July 6, 2001 and recorded in the RMC at Deed Book 1081 at Page 68-86;  
by Twenty-Third Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 64-67;  
by Twenty-Fourth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 60-63;  
by Twenty-Fifth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 56-59;  
by Twenty-Sixth Amendment dated December 12, 2001 and recorded in the RMC at Deed Book 1104 at Page 346;  
by Twenty-Seventh Amendment dated March 12, 2002 and recorded in the RMC at Deed Book 1118 at Page 52-55;  
by Twenty-Eighth Amendment dated March 13, 2002 and recorded in the RMC at Deed Book 1118 at Page 48-51;  
by Twenty-Ninth Amendment dated June 20, 2002 and recorded in the RMC at Deed Book 1133 at Page 275-278;  
by Thirtieth Amendment dated December 19, 2002 and recorded in the RMC at Deed Book 1166 at Page 275-279;  
by Thirty-First Amendment dated March 7, 2003 and recorded in the RMC at Deed Book 1179 at Page 213-216;  
by Thirty-Second Amendment dated December 8, 2003 and recorded in the RMC at Deed Book 1235 at Page 91-95;  
by Thirty-Third Amendment dated April 23, 2004 and recorded in the RMC at Deed Book 1270 at Page 203-208;

**WHEREAS**, on August 17, 2004, the Board of Directors of the WPPOA gave notice to the Members of the WPPOA of the Annual Meeting of the WPPOA to be held on September 21, 2004; and,



WHEREAS, of the votes cast on the following proposed amendments 1) 76.6%, 2) 76.5% and 3) 91.6% were cast in favor thereof.

NOW, THEREFORE, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

---

**Covenant Amendment #1:      Subject: Address circumstances that affect Woodside**

Resolved that Part Three, Article IV, Section 2, page 65:  
Authorized Services, paragraph (k), page 66, be amended to read:

Section 2, paragraph (k).

"To take any and all actions necessary to enforce all covenants and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenant or restriction applicable to the Property. **Additional necessary actions set herewith include any action to address circumstances that may directly affect the Woodside Community as a whole or in part. Such additional necessary actions must be approved by a seventy-five percent (75%) majority of the Board of Directors and shall remain non-partisan in scope and intent. The fact that the Board has authority to take such additional necessary actions shall not require such actions by the Board. Such additional necessary actions shall be in the Board's sole discretion subject to the approval discussed above. The Board may not undertake any action requiring a Referendum without complying with the provisions thereof.**

---

**Covenant Amendment #2:      Subject: Actions necessary to represent Woodside**

Resolved that Exhibit "C", By-Laws, Article VIII, Section I, Powers, paragraph "c" page 12, be amended to read:

(c): To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration and to further authorize any additional actions necessary to represent the Woodside Community in areas directly affecting our property or its value.

The fact that the Board has authority to take additional actions necessary to represent the Woodside Community in areas directly affecting our property or its value, which do not relate to the enforcement of covenants and restrictions, shall not require such additional actions by the Board. Such additional actions shall be in the Board's sole discretion subject to a seventy-five percent majority approval of the Board, and shall remain non-partisan in scope and intent.

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**COVENANT AMENDMENT #3 Subject: Addition to maintenance of Lakes**

Resolved that the following be added to the SEVENTEENTH AMENDMENT, Vol. 1005/pages 324/325.

Re: Seventeenth Amendment, Vol. 1005/page 325 (an addition to: Part Three, Article II, Section 3).

ADD TO (The End of) the ABOVE:

---

**MAINTENANCE OF ACCEPTED LAKES AND DAMS WITHIN COMMON PROPERTY**

The WPPOA shall:

1. Be responsible for maintaining all bodies of water and appendants in accordance with established policies and with regulatory agency requirements.

2. Lake levels will adjust to a level consistent with weather conditions. In times of inadequate rainfall or with excessive evaporation, the WPPOA may cause a cease and desist of any water usage from any given Lake ('s). This may include limiting or ceasing use for adjacent properties.

3. WPPOA shall not be obligated to artificially maintain the levels of lakes within Woodside Plantation including during periods of drought, whether severe or not.

**The fact that the Board has authority to take any additional necessary actions shall not require such actions by the Board.**

---

This Thirty-fourth Amendment to Declaration is executed this 15<sup>th</sup> day of December 2004.

WOODSIDE PLANTATION  
PROPERTY OWNERS ASSOCIATION

Witness:

Allen B Radcliff  
John M. Drupp

By:

Al Berry  
Its President (Al Berry)

And By:

Roger P. Anderson  
Its Secretary (Roger Anderson)

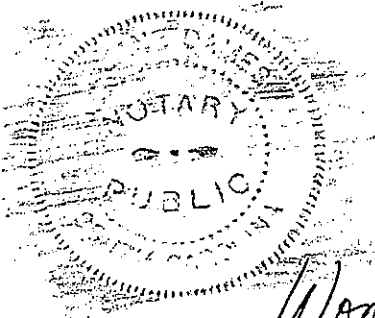
STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me L. JANE DAMES and  
made oath that (s)he saw the within named Al Berry  
President of Woodside Plantation Property Owners Association, and Roger  
Anderson Secretary of Woodside Plantation Property Owners Association, sign, seal  
and as their act and deed, deliver the within written instrument and that (s)he, with the  
other witness subscribed above, witnessed the execution thereof.

Allen B Radcliffe  
Witness (Allen Radcliffe)

SWORN to before me this 15<sup>TH</sup> day of December 2004.

L. Jane Dames  
Notary Public for South Carolina  
My Commission Expires: My Commission Expires January 28, 2013  
(Seal)



RETURNED TO:

Woodside Plantation  
Prop. Assoc.  
1411 Silver Bluff Rd. Aiken SC  
29803

12-15-04 at 1320  
RECORDED  
Robert V. Rimmer  
R.M.C. AIKEN COUNTY

MISCELLANEOUS  
VOL. 1349 PAGE 147

Recording: \$10.00  
Return to C.E. Simons, III

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF AIKEN             ) THIRTY-FIFTH AMENDMENT/  
  ) SUPPLEMENTARY DECLARATION TO  
  ) THE COVENANTS AND RESTRICTIONS  
  ) OF WOODSIDE PLANTATION PROPERTY  
  ) OWNERS' ASSOCIATION, INC., AND  
  ) WOODSIDE DEVELOPMENT COMPANY  
  ) OF AIKEN, INC.

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Plantation Property Owners' Association, Inc., did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, (RMC) in Misc. Book 451, at page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the thirty-fifth such addition to the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2 of the Declaration, The Reserve at Woodside LLC, a S. C. limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2(a), of the Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned The Reserve at Woodside LLC, by W. Kent Baldwin, Attorney-in-Fact, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.
2. Pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2, of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this Thirty-fifth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and

restrictions of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit A shall be and constitute Section 6B, The Reserve at Woodside, Phase 3, and, as such, shall be a portion of Woodside Plantation known as "The Reserve at Woodside Plantation".

3. As permitted by the provisions of PART ONE, ARTICLE II, Section 2 (a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the R.M.C. Office in Volume 934, at page 129, et. seq., as amended by the Amendment to the Twelfth Amendment recorded in the R.M.C. Office in Volume 944, at page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration, and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five percent (95%) of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit A, and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in, The Reserve Club at Woodside Plantation ("The Reserve Club"), and as such to pay all fees and dues for such membership as prevailing, from time to time, in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the commensurately higher fees and dues) may be available at any time, and from time to time, from The Reserve Club, upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership, and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit A, and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. To the extent that Pleasant Colony Drive and/or Pleasant Colony Lane appears upon the Record Plat of the property described on Exhibit A, all sidewalks and live oak trees constructed and planted, respectfully, within the platted right-of-way of Pleasant Colony Drive and/or Pleasant Colony Lane shall be maintained by The Reserve or Woodside Plantation Property Owners' Association, Inc., according to which entity has

ownership and maintenance responsibility at the time, for the use and enjoyment of individual Woodside Property owners, their families, guests and business invitees.

6. This Thirty-fifth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority PART ONE, ARTICLE II, Section 2, of the Declaration and shall become effective upon recordation of same.

7. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated and shall remain in full force and effect as so modified, supplemented or changed.

8. This Thirty-fifth Amendment/Supplementary Declaration is executed this 18<sup>th</sup> day of March, 2005.

Witnessed by:

The Reserve at Woodside LLC

Marilyn Kuttel

By:

Diana M. Peters

Charles E. Simons, III

Diana M. Peters, Attorney-in-Fact  
(See Misc. Book 1228, at page 191 )

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF AIKEN )

I, Charles E. Simons, III, the undersigned notary, do hereby certify that The Reserve at Woodside LLC, by Diana M. Peters, Attorney-in-Fact, did personally appear before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal this 18<sup>th</sup> day of March, 2005.

Charles E. Simons, III

Notary Public for South Carolina  
My Commission Expires: 11-20-10



EXHIBIT A

MISCELLANEOUS

VOL 1349 PAGE 150

ALL that certain piece, parcel or tract of land, situate, lying and being in Woodside Plantation, City and County of Aiken, South Carolina, shown and described as Phase 3, Section 6B, The Reserve at Woodside, upon Record Plat thereof, prepared for The Reserve at Woodside, LLC, by Southern Partners Engineering & Land Surveying Company, Inc., last revised on February 22, 2005, and recorded in Plat Book 49, at page 45, records of Aiken County, South Carolina.

The above described Phase 3, Section 6B, contains 15.09 project acres, is subdivided into twenty-one (21) residential lots, numbered 254 through 267, inclusive, and numbered 269 through 275, inclusive, and further includes related roadways and common area. For a more detailed description of the subject property reference is made to the aforesaid Record Plat.

Portion of Tax Parcel No.: 107-20-02-001

3-18-05 C 152062  
RECORDED  
Richard V. Rimmer  
S.M.C. AIKEN COUNTY  
[Signature]

Please return to: WDLP  
1419 Silver Bluff Rd.  
Aiken, SC 29803  
Attn: D. Peters

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN            )  
  
FIRST AMENDMENT TO THE  
THIRTY-FIFTH AMENDMENT/  
SUPPLEMENTARY DECLARATION TO  
THE COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc., did on September 5, 1986, execute and record that certain Declaration of Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken, Inc. (hereinafter referred to as the "Declaration") which document was recorded in the Office of the Registrar of Mesne Conveyances of Aiken County, South Carolina in Miscellaneous Book 451, at Page 93, et seq.; and

**WHEREAS**, the Thirty-Fifth Amendment/Supplementary Declaration to the Woodside Plantation Declaration of Covenants and Restrictions was recorded in Miscellaneous Book 1349, at Page 147, records of Aiken County, South Carolina ("Thirty-Fifth Amendment"); and

**WHEREAS**, as permitted by Part One, Article II, Section 2 (a) of the Declaration, The Reserve at Woodside LL, a South Carolina limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to amend the Thirty-Fifth Amendment.

**NOW, THEREFORE**, the undersigned The Reserve at Woodside LLC, by Diana M. Peters, attorney-in-fact, does hereby state and provide as follows:

1. Paragraph 5 of the Thirty-Fifth Amendment is amended and restated as follows:

"5. To the extent that Pleasant Colony Drive appears upon the sundry Record Plats of the property described on Exhibit A, all sidewalks constructed within the platted right-of-way of Pleasant Colony Drive shall be maintained by The Reserve or Woodside Plantation Property Owners' Association, Inc., according to which entity has ownership and maintenance responsibility at the time, for the use and enjoyment of individual Woodside Property owners, their families, guests and business invitees."

2. A new Paragraph 6 shall be inserted as follows and the remaining paragraphs of the Thirty-Fifth Amendment shall be renumbered consecutively:

"6. All live oak trees planted by the Company on the Lots situated along West Pleasant Colony Drive, S.W. as shown on the Record Plat, whether within or outside of the platted right-of-way of West Pleasant Colony Drive, S.W., shall be maintained, including providing irrigation, by the owner of the Lot

on which said live oak trees may be planted. In the event any live oak tree dies for any reason one year or more after its initial planting, it shall be the sole responsibility of the owner of the Lot on which said live oak tree may be planted to replace the tree as soon as reasonably possible. All costs associated with maintaining and replacing, if necessary, the live oak trees shall be the responsibility of the Lot owner on which said live oak trees may be planted."

3. This First Amendment to the Thirty-Fifth Amendment is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon recordation of same.

4. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration and the Thirty-Fifth Amendment are reaffirmed and restated and shall remain in full force and effect as so modified, supplemented or changed.

5. This First Amendment to Thirty-Fifth Amendment is executed this 8<sup>th</sup> day of July, 2005.

Cassand Mitchell  
Witness  
Virginia H. Mullenbach  
Witness

The Reserve at Woodside LLC

By: Diana M. Peters  
Diana M. Peters, as Attorney-in-Fact  
(See Misc. Book 1228, at Page 191)

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN ) **PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside LLC, a South Carolina limited liability company, by Diana M. Peters, as its attorney-in-fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 8<sup>th</sup> day of July, 2005.

Virginia H. Mullenbach  
Notary Public

My Commission Expires: 2-29-12

Cassand Mitchell

2005603706

RESTRICTIVE COVENANTS  
RECORDING FEES

\$10.00

PRESENTED & RECORDED:

07-22-2005 12:53 PM

JUDITH WARNER  
REGISTER OF MESSE CONVEYANCE  
AIKEN COUNTY, SC

By: LYNN STEMBRIDGE DEPUTY

BK:RB 4006

PG:1283-1283

PG: 1645 - 1648

WHEREAS, the First Amendment to the Thirty-Fifth Amendment was recorded in Record Book 4006, Page 1283, RMC (the "First Amendment to the Thirty-Fifth Amendment"); and

**WHEREAS**, on July 27, 2015, the Board of Directors of the WPPOA mailed ballots to the Members of the WPPOA. Balloting took place over a period ending on September 1, 2015, 2015; and

**WHEREAS**, of the votes cast on the following proposed amendment, 93% were cast in favor thereof;

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary, does hereby state and provide as follows:

Resolved that (i) the second sentence of Paragraph 2 of the First Amendment to the Thirty-Third Amendment and (ii) the second sentence of Paragraph 2 of the First Amendment to the Thirty-Fifth Amendment be rescinded in their entirety and the following is inserted in lieu thereof:

- (1) Any owner wishing to remove a live oak may submit the request for removal of said live oak to the WPPOA Architectural Review Board ("ARB") pursuant to Section 9.23.5 of the Building and Landscape Guidelines for New Construction & Changes to Existing Homes for Woodside Plantation (the "Building and Landscape Guidelines").
- (2) If request for removal of a live oak is granted by the ARB, the goal is to replace each removed live oak with another live oak, or a less intrusive Specimen Tree (as defined below) approved by the ARBs; however, when this is not practical due to utility interference, landscape or aesthetic reasons, the following guidelines should be followed:
  - a. The ARBs will pay careful attention to providing approval for landscape elements on West Pleasant Colony that will enhance and not detract from the intended look of the street scape. Designated specimen trees for the street scape, including live oaks, are intended to frame and complement homes rather than screen them. Designated specimen trees are expected to be taller than 40 feet at maturity, have large, single trunks, and branch systems that homeowners can walk under.
  - b. For every two of the original live oaks removed from a lot, one must be replaced with a designated Specimen Tree or another live oak.
  - c. The replacement tree should be located near one of the removed trees, but in a location such that the replacement tree's roots will not interfere with existing utilities and such that it is consistent with the aesthetics of the property.
  - d. Replacement trees of any type should be placed in a 7 to 10 foot diameter, mulch covered planting circle that is between 8 and 20 feet from the curb.
  - e. While approval for removal is required, replacement will not be required by the ARB when not practical due to utility interference, remediation of driveway, sidewalk, or hardscape damage, or aesthetic considerations.

- f. Replacement tree(s) must be planted within six (6) months of receiving approval to remove the tree(s).
  - g. A listing of designated Specimen Trees, determined by joint approval of the WPPOA ARB and the Development Company ARB, is to be maintained in the Building and Landscape Guidelines for New Construction & Changes to Existing Homes for Woodside Plantation (the "Building and Landscape Guidelines").
- (3) Regardless of the diameter of the live oaks on West Pleasant Colony Drive, the guidelines as set forth herein shall be considered in evaluating all requests for removal and replacement of the live oaks.
- (4) To the extent that the terms and conditions set forth herein are more restrictive than the Building and Landscape Guidelines, the terms contained herein shall control.

This Second Amendment to the Thirty-Third and Thirty-Fifth Amendments/Supplementary Declarations of Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken, Inc. is executed this 4<sup>th</sup> day of November, 2015.

WITNESS:

Stephanie Wood  
Michelle H. Yancey

WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]  
Its President

And By: [Signature]  
Its Secretary

[CORPORATE SEAL]



STATE OF SC )  
COUNTY OF Aiken )

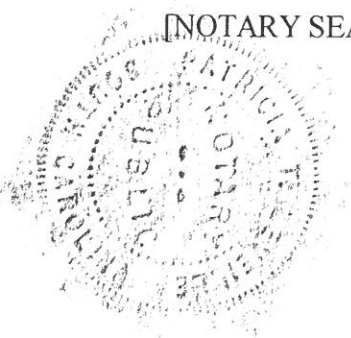
ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Harry Wittenyer and Daniel Franck, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Woodside Plantation Property Owners' Association, Inc.

Witness my hand and official seal this the 4 day of November 2015.

Patricia T. Leveille  
Notary Public for the State of SC  
My Commission Expires:

[NOTARY SEAL]





Recording: \$10.00  
Return to C.E. Simons, III

MISCELLANEOUS  
VOL 1349 PAGE 156

3-21-05 e/150046  
RECORDED  
*[Signature]*  
R.M.C. AIKEN COUNTY

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
THIRTY-SIXTH AMENDMENT/  
SUPPLEMENTARY DECLARATION TO  
THE COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Plantation Property Owners' Association, Inc., did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina, (RMC) in Misc. Book 451, at page 93, et seq.; and

**WHEREAS**, the Declaration, has been amended from time to time and this Amendment/Supplementary Declaration becomes the thirty-sixth such addition to the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2 of the Declaration, Woodside Development Limited Partnership, by WSC Corp., general partner, ("WDLP"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, as permitted by PART ONE, ARTICLE II, Section 2(a), of the Declaration, WDLP desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned Woodside Development Limited Partnership, by WSC Corp., general partner, by Diana M. Peters, its duly elected Vice-President, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.

2. Pursuant to the authority set forth in PART ONE, ARTICLE II, Section 2, of the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall, after the recording of this Thirty-sixth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restrictions of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit A shall be and constitute Phase 2, Section 23, and, as such, shall be a portion of the Woodside Plantation.
3. As permitted by the provisions of PART ONE, ARTICLE II, Section 2 (a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit A attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the R.M.C. Office in Volume 934, at page 129, et. seq., as amended by the Amendment to the Twelfth Amendment recorded in the R.M.C. Office in Volume 944, at page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five percent (95%) of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Woodside Development Limited Partnership to Woodside Plantation Property Owners' Association, Inc.
4. Lot 1 and Lot 11, inclusive, contain a thirty (30) foot natural landscape buffer area along the westernmost boundary of said lots. This buffer areas shall at all times remain undisturbed and shall serve as a natural buffer between the lots and the RV parking area.
5. This Thirty-sixth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority PART ONE, ARTICLE II, Section 2, of the Declaration and shall become effective upon recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated and shall remain in full force and effect as so modified, supplemented or changed.

18<sup>th</sup> This Thirty-sixth Amendment/Supplementary Declaration is executed this day of March, 2005.

Witnessed by:

Charles E. Simons, III  
Mary L. Howell

Woodside Development Limited Partnership

By: WSC Corp., general partner

By: Diana M. Peters  
Diana M. Peters, Vice-President  
(See Misc. Book 1228, at page 191)

STATE OF SOUTH CAROLINA )

COUNTY OF AIKEN )

ACKNOWLEDGMENT

I, Charles E. Simons, III, the undersigned notary, do hereby certify that Diana M. Peters, duly authorized Vice-President of WSC Corp., general partner of Woodside Development Limited Partnership, did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 18<sup>th</sup> day of March, 2005.

Charles E. Simons, III

Notary Public for South Carolina

My Commission Expires: 11/20/10

## EXHIBIT A

ALL that certain piece, parcel or tract of land, situate, lying and being in Woodside Plantation, City and County of Aiken, South Carolina, shown and described as Phase 2, Section 23, Bellewood Subdivision, Woodside Plantation, upon a Record Plat thereof, prepared for Woodside Development Limited Partnership by Southern Partners, Engineering & Land Surveying Company, Inc., under date of February 25, 2005, and recorded in Plat Book 49, at page 53, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

The above described Phase 2, Section 23, Woodside Plantation, contains 12.52 total acres, is subdivided into twenty-three (23) residential lots, numbered 1 through 11, inclusive, and numbered 21 through 32, inclusive, and further includes related roadways and common area. For a more detailed description of the subject property reference is made to the aforesaid Record Plat.

Portion of Tax Parcel No.: 123-09-08-004

Misc Book 1359, Pg. 100

STATE OF SOUTH CAROLINA	)	THIRTY-SEVENTH AMENDMENT/
	)	SUPPLEMENTARY DECLARATION
COUNTY OF AIKEN	)	TO THE COVENANTS AND
		RESTRICTIONS OF WOODSIDE
		PLANTATION PROPERTY OWNERS'
		ASSOCIATION, INC. AND WOODSIDE
		DEVELOPMENT COMPANY OF
		AIKEN, INC.

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the thirty-seventh such addition to the Declaration; and

WHEREAS, as permitted by Part One, Article II, Section 2 of the Declaration, The Reserve at Woodside LLC, a South Carolina limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, pursuant to Part One, Article II, Section 2(d) of said Declaration, The Reserve desires to establish an additional neighborhood association for the property described herein in Exhibit "A" for the purposes set forth in the Declaration. This association has been established pursuant to South Carolina law, is known as The Enclave in The Reserve Neighborhood Association and is governed by the by-laws as set forth in Exhibit "C" of this Amendment/Supplementary Declaration, and

WHEREAS, The Reserve also desires to establish additional covenants and restrictions for the property described in Exhibit "A" by filing the Declaration of Covenants and Restrictions for The Enclave in The Reserve at Woodside Plantation as Exhibit "B" hereto.

NOW, THEREFORE, the undersigned The Reserve at Woodside LLC, by its authorized attorney-in-fact, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Thirty-Seventh Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration and the operation and effect of the Covenants and Restrictions of the Declaration shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Declaration, and the same property shall be further subject to the additional Covenants set forth in Exhibit "B" and governed pursuant to the by-laws set forth in Exhibit C." The property described and set forth on Exhibit "A" shall be and constitute Phase 3, Section 7, The Enclave in The Reserve at Woodside Plantation and, as such, shall be a portion of Woodside Plantation known as "The Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five (95%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in, The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members

(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. This Thirty-Seventh Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

This Thirty-Seventh Amendment/Supplementary Declaration is executed this 27<sup>th</sup> day of April, 2005.

Virginia H. Pullen  
Witness  
Cassandra Mitchell  
Witness

The Reserve at Woodside LLC  
By: Diana M. Peters  
Diana M. Peters, as Attorney-in-Fact  
(See Misc. Book 1228, at Page 191)

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF AIKEN                     )     **PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside LLC, a South Carolina limited liability company, by Diana M. Peters, as its attorney-in-fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 27 day of April, 2005.

Virginia H. Pullen     Cassandra Mitchell  
Notary Public  
My Commission Expires: 2-29-12



EXHIBIT "A"

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 17.17 acres subdivided into forty-seven (47) residential lots, numbered 7-1 through 7-47, inclusive, and also includes related roadways and common areas all shown and designated as Phase 3, Section 7, The Reserve at Woodside and further designated as "The Enclave" upon record Plat thereof prepared by Southern Partners, Inc. dated February 23, 2005, revised April 8, 2005, and recorded in Plat Book 49, at Page 112, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

Portion of Tax Parcel No. 00-135-01-275

EXHIBIT "B"

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF AIKEN             )     DECLARATION OF COVENANTS AND  
  )     RESTRICTIONS FOR THE ENCLAVE IN  
  )     THE RESERVE AT WOODSIDE  
  )     PLANTATION

THIS DECLARATION, made this 22<sup>nd</sup> day of April, 2005, by The Reserve at Woodside LLC, a South Carolina limited liability company, with its principal place of business at Woodside Plantation, Aiken, South Carolina; hereinafter called "Company",

WITNESSETH:

WHEREAS, Company is the owner of the property described in Section 1 of this Declaration and desires to create thereon a planned neighborhood, known as The Enclave, consisting of approximately forty-seven (47) single family homes with open spaces and Common Properties for the benefit of The Enclave neighborhood; and

WHEREAS, Company desires to provide for the preservation of the values and amenities in said neighborhood and for the maintenance of open spaces and Common Properties and, specifically, maintenance of landscaping appurtenant to each individual Unit, as hereinafter described; and, to this end, desires to subject the property described in Section 1 to the Covenants, Restrictions, Easements, Affirmative Obligations, Charges and Liens hereinafter set forth (the "Covenants"), each and all of which is and are hereby declared to be for the benefit of said property and each and every Record Owner of any and all parts thereof; and

WHEREAS, Company has deemed it desirable, for the efficient preservation of the values and amenities in said neighborhood, to create an agency to which shall be delegated and assigned the power and authority of maintaining and administering and enforcing the Covenants and Restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created;

**NOW, THEREFORE**, the Company declares that the properties described in Section 1 are and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the Covenants, Restrictions, Conditions, Easements, Charges, Assessments, Affirmative Obligations and Liens hereinafter set forth:

## 1. DEFINITIONS.

1.1 "Assessment" means the share of the Common Expenses of a Record Owner, assessed against said Record Owner and his individual Lot, from time to time, by the Association, in the manner hereinafter provided.

1.2 "Association" shall mean and refer to The Enclave in The Reserve Neighborhood Association.

1.3 "Common Expenses" means and includes (a) all expenses incident to the administration, maintenance, repair and replacement of the Common Areas; (b) expenses determined by the Association to be common expenses and which are lawfully assessed against the individual Lot owner; (c) utility costs including, but not limited to, electrical, irrigation, water and other similar type services for the Common Areas; (d) taxes and insurance including, but not limited to, liability insurance on the Common Areas; (e) ground maintenance cost for the Common Properties, Lots and Units, including cost of upkeep and expense for any and all future recreational facilities or common amenities including, but not limited to, gazebos, picnic areas, entranceways, signage and related landscaping, lighting, sidewalks, etc.; (f) a management fee, if any, for the administration of the Association; and (g) any special assessments for capital improvements, as hereinafter described.

1.4 "Common Properties" and "Common Areas" shall mean any land as may be described and defined on the Plat as Common Area or Common Properties and any and all other areas which may be designated by the Association, at its sole discretion, as Common Property.

1.5 "Development Area" shall mean that portion of the Property upon which Units are constructed, subject to individual ownership in fee simple, and Common Areas, as shown on the Plat.

1.6 "Exterior of Units" shall mean and refer to that portion of a Unit as shall be exposed to the weather or elements, to include, but not be limited to, the following: siding, fascia, roofs, shingles, flashings, chimneys, exterior trim, mechanical systems (such as heating, air conditioning, electrical, gas, plumbing (to include all piping and ductwork associated therewith)), exterior doors and windows (to include sill, frames, locksets, hardware and glass).

1.7 "Lot" shall mean and refer to any improved or unimproved parcel of land intended for the construction of a single-family dwelling as shown on the Plat, with the exception of Common Properties, as heretofore defined. It constitutes the area capable of individual ownership by the Record Owner of each Lot, and it is the area in which no fee ownership rights are present in any other person except the Record Owner of said Lot, and it is an area capable of hypothecation or conveyance by said Record Owner in accordance with the terms hereof and in accordance with the laws of the State of South Carolina.

1.8 "Plat" shall refer to that plat of the property entitled "RECORD PLAT OF PHASE 3, SECTION 7, THE RESERVE AT WOODSIDE PLANTATION, prepared for The Reserve at Woodside LLC by Southern Partners, Inc., dated February 23, 2005, revised April 8, 2005, and recorded in Plat Book 49, at Page 112, Office of the RMC for Aiken County, South Carolina, said plat being incorporated herein by reference.

1.9 "Property" shall mean and refer to all the existing property more clearly described on the Plat.

1.10 "Record Owner" means the owner, whether one or more persons, whether artificial or natural, of the fee simple title in and to any Lot within the Development Area, excluding

however, those persons having such interest merely as security for the performance of an obligation.

1.11 "The Enclave in The Reserve Neighborhood Association" shall mean an association of all Record Owners of individual Lots and Units within the Development Area.

1.12 "Unit" shall mean and refer to any building situated on a Lot intended for use and occupancy by a single family.

## **2. PURPOSE IN GENERAL.**

2.1 The Company intends to convey out of the Development Area Lots to individual Record Owners. Each Record Owner shall acquire fee simple absolute title to the respective Lot designated in the deed of conveyance and an easement right to enter upon, use and enjoy all Common Properties; as defined above and shown on the Plat. The Common Areas shall be owned by the Association and each Record Owner shall be responsible for the costs and expenses associated with the Association's ownership, control, maintenance, repair and replacement of the Common Areas by payment of the assessment provided for herein. The easement rights of each Record Owner shall and must be conveyed along with the Record Owner's interest in a Lot.

2.2 The Units to be constructed on the Lots shall be single family residential homes constructed in accordance with the building guidelines applicable to Phase III, Section 7, The Enclave in The Reserve at Woodside Plantation which building guidelines are an integral part of the community, and each Unit and Lot must be constructed or landscaped in a manner consistent with such guidelines. The Association has the exclusive right to create, amend, update, govern and enforce the building guidelines either directly or through the Architectural Review Board of Woodside Plantation.

2.3 The Lot and the Record Owners' accompanying inseparable interest in the Common Properties and membership in the Association must be conveyed and/or encumbered together.

2.4 It shall be the responsibility of each Record Owner to maintain and keep in good repair his Lot and Unit, including the Exterior of the Unit. In the event the Record Owner does not maintain and keep in good repair and condition his Lot and Unit, the Association shall have the right to order any unsightly, dangerous or unkempt condition to be corrected within ten (10) days from the date of written notice to the Record Owner thereof responsible for said condition. Should the required action not be taken by said Record Owner within the ten (10) day period described above, the Association may, at said Record Owner's sufferance, enter upon any individual Lot and/or Unit and correct the unsightly, unkempt, poorly maintained or unrepaired condition, and shall then have the right to charge the offending Record Owner for the actual cost of correcting said condition. The Association shall have the additional right to add to the amount so expended, interest at the rate of interest charged on delinquent assessments from the date of demand for payment until time of payment, including the right to recover all costs of collection, including reasonable attorneys' fees and court costs, and such amounts shall be a lien upon the offending Record Owner's Lot and collectible in accordance with the provisions of this

Declaration. The lien for such monies expended and the interest accruing thereon shall be subordinate to any prior attaching mortgage lien.

2.5 The Company shall be responsible for the initial landscaping and installation of irrigation, retaining walls and other improvements upon the Common Properties as may be deemed appropriate.

2.6 The Association shall be responsible to govern the landscape plans for each Lot and Unit and to ensure that the initial landscaping installed at each Lot and Unit is in accordance with the building guidelines and blends seamlessly with the landscaping installed at neighboring Lots. The Association shall further be responsible for the approval of landscape plans prior to installation and the upkeep, care, repair and maintenance of the Common Properties and the landscaping on each Lot following installation. The Association shall have the perpetual and exclusive right of ingress and egress onto each Lot for the purpose of maintaining the landscaping on each Lot. The Association shall further have the perpetual and exclusive right to maintain the landscaping on each Lot and the expense of landscape maintenance or replacement shall be included in the assessment allocated to each Lot and Record Owner.

2.7 Record Owners shall have no right to maintain, change, replace or otherwise modify the landscaping installed on his or her Lot nor receive a credit or adjustment in the assessment allocated to such Lot or Record Owner. Record Owners shall further have no right to change, replace or otherwise modify the exterior of any Unit or other improvements upon his or her Lot without the prior written consent of the Association.

### 3. THE ENCLAVE IN THE RESERVE NEIGHBORHOOD ASSOCIATION.

3.1 The Association shall consist of all Record Owners and shall be incorporated as a South Carolina Not-For-Profit Corporation unless otherwise directed by a vote of seventy-five percent (75%) of the Record Owners. Each Record Owner shall be a member of said Association, shall have an equal interest therein, and shall be entitled to one (1) vote at said organization meeting and at all other meetings. Upon the conveyance of a Lot and Unit, the grantor's membership shall cease as of the time of said conveyance, and the grantee thereof shall then become a member of the Association by virtue of his ownership of such Lot and Unit.

3.2 So long as the Company shall own any Lot or Unit it shall be entitled to voting membership in the Association as follows: The Company shall be entitled to the same number of votes as held by the Record Owners plus one (1). This provision, without further reference herein, shall be self-operative and its applicability shall be determined by reference to the applicable property records of Aiken County, South Carolina.

3.3 The governing of the Association shall be in accordance with the by-laws of the Association attached to the Thirty-Seventh Amendment/Supplementary Declaration as Exhibit "C."

3.4 The purpose of the Association is to take all necessary action regarding the governing, maintenance and repair of the Common Properties as well as the approval of all landscaping prior to installation and maintenance, replacement or alterations thereto following installation, on each Lot and to use its best reasonable efforts to assure that no unsightly, dangerous, bad repair or other unkempt conditions exist. Further, the Association shall have the power to order the Record Owners to keep in good repair and maintenance their Lots and Units, and, in the event of their failure to do so, to take such action as authorized herein.

3.5 The Association shall be given, and it hereby reserves, the unfettered right and easement to come upon any individual Lot and Common Properties for the correction of any unsightly, unkempt, unrepaired or dangerous condition and such entry shall not be deemed a trespass. The Association will provide written notice by hand-delivery or certified mail, return receipt requested, as practicable, providing ten (10) days' notice to a Record Owner, commencing upon the receipt of the notice by such Record Owner, of the Association's intention to come upon any Lot or Unit for the purposes set forth herein.

3.6 The Association shall have the right to contract for all types of insurance for the Common Properties as may be deemed appropriate and to serve as Trustee under any insurance trust established for the purpose of holding and disbursing insurance proceeds as the Association may direct.

#### **4. DETERMINATION OF COMMON EXPENSES AND ASSESSMENTS.**

4.1 The Association shall, from time to time, and at least annually, prepare a budget and determine the amount of the assessments payable by the Record Owners to meet the current expenses of said Association. The Association shall not, after the establishment of the initial assessment, cause the amount of the assessments to increase by more than five percent (5%) over the previous year's assessments for the next three (3) years of assessments.

4.2 The Association shall advise all Record Owners annually, in writing, of the amount of common expenses payable by each of them, respectively, as determined by the budget of such Association, as aforesaid, and shall furnish copies of such budget to all Record Owners. The common expenses so assessed against the Record Owner shall be a lien on said Record Owner's individual Lot but subordinate to any prior attaching mortgage lien. Upon approval of the budget it will be divided by the number of Units and unimproved Lots, if any, to determine the assessment payable by each Record Owner to the Association.

4.3 All Record Owners shall be obligated to pay the common expenses assessed by the Association monthly or at such other time or times as said Association may determine, and said expenses shall constitute a lien on the Lots. Said Association may authorize common expenses to be collected by a managing agent and designate such other duties to the managing agent as deemed desirable.

4.4 The Association may, as part of the annual budget, establish and maintain reserve accounts for the purpose of funding major maintenance, repair or replacement of the improvements located on or within the Common Areas and Lots.

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

4.6 No Record Owner may exempt himself from liability for his contribution for the common expenses by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot.

4.7 A seller of a Lot or Unit shall not be liable for the payment of any part of the common expenses assessed subsequent to a sale, transfer or other conveyance of such Lot or Unit.

4.8 A purchaser or grantee of a Lot shall be jointly and severally liable with the seller thereof for the payment of common expenses assessed against said Lot prior to the acquisition or conveyance of said Lot, without prejudice to the purchaser's or grantee's right to recover from the seller the amounts paid by the purchaser or grantee thereof. The purchaser's or seller's liability for common expenses assessed prior to the acquisition, or conveyance of such Lot shall not be in excess of the amount set forth in a statement provided under Subsection 4.9 herein. A mortgagee of a Lot at a foreclosure sale of such Lot or acquiring said Lot by deed in lieu of foreclosure shall not be liable for, and such Lot shall not be subject to, a lien for the payment of common expenses or special assessments assessed prior to the date of the foreclosure sale or the date of the conveyance of the Lot to the mortgagee in lieu of foreclosure. Such unpaid common expenses shall then be deemed to be common expenses collectible as the Association considers appropriate.

4.9 The Association shall promptly provide any Record Owner or grantee or prospective grantee or purchaser (or any attorney or agent thereof), so requesting the same, a written statement of all unpaid common expenses or other assessments due from such Record Owner. The Association shall be entitled to charge a reasonable fee for providing the statement.

4.10 The Association shall assess common expenses (to include special assessments under Subsection 4.5 and as contemplated in Subsection 4.8) against the Record Owners on an annual basis and said assessments shall be due and payable thirty (30) days after the adoption of the annual budget by the Record Owners and shall be delinquent thereafter. The Board of Directors of the Association may permit the payment of common expenses (to include special assessments under Subsection 4.5) on an installment basis. The minimum period of payment shall not be more frequent than monthly. In the event of the adoption of any installment payment plan, if any installment shall be more than ten (10) days delinquent, the entire remaining balance due on the

assessment shall become immediately due and payable without further notice and at that time shall be deemed to be in default, and said remaining balance due shall, from that date, accrue interest at the rate set forth in Subsection 4.11. The Board of Directors of the Association shall take prompt action to collect any common expenses due from any Record Owner who is delinquent. Any Record Owner who fails to pay such assessment within said thirty (30) day period or ten (10) day period, whichever is applicable, shall be considered delinquent and in default. Any Record Owner who is delinquent and in default, until such default and delinquency is cured, shall not be entitled to vote at meetings of the Association.

4.11 In the event of delinquency and default by any Record Owner in paying the Association the common expenses assessed against him, the Record Owner shall be obligated to pay interest at 1% per month or such other rate established by the Board of Directors of the Association from the date of delinquency and default until time of payment, and shall also be liable for any costs of collection, including reasonable attorneys' fees and court costs incurred by the Association in any proceeding brought to collect such unpaid common expenses. The Association shall have the right and duty to attempt to recover any unpaid common expenses and all expenses of collection.

4.12 The Association shall have the right to foreclose its lien for unpaid common expenses in accordance with the laws of the State of South Carolina pertaining to foreclosure of liens on real estate.

4.13 The lien for the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessment; provided, however, that such lien shall only apply to the assessments which have become due and payable prior to the sale of the property pursuant to an Order or Decree of Foreclosure. Such sale shall not act to relieve such property from any assessment accruing after the sales date or for any installment of a previously assessed assessment due after the sales date.

4.14 In any action brought by the Association to foreclose its lien on a Lot, the Record Owner shall be required to pay reasonable rent, as determined by the Association, for the use of his Lot from the date of his default in payment of common expenses, and the Plaintiff (Association) in such foreclosure action shall be entitled to the appointment of a receiver, without surety or bond, to collect said rent. The Association, acting on behalf of all Record Owners, shall have the right to purchase such Lot at said foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same, subject, however, to applicable restrictions of record.

4.15 A suit to recover a money judgment for unpaid common expenses shall be maintainable by the Association without first foreclosing or waiving its lien for unpaid common expenses.

4.16 The Company shall be required to pay common expenses on Lots and Units it owns. For so long as the Company is the Record Owner of any Lot, the Company shall have the right to establish the annual budget of the Association and shall apportion such common expenses based upon the actual number of Units constructed. All Lots and Units not owned by the Company



shall pay their respective pro-rata shares as apportioned. The Company shall fund any remaining balance due to meet budgeted expenditures.

4.17 In determining the amount of the assessment, the Association may take into account variations in the cost of services between unoccupied Lots without Units constructed thereon, vacant Lots owned by Record Owners and Lots upon which a Unit has been constructed.

5. COMMON PROPERTIES.

5.1 The Common Properties as defined herein and described on the Plat and the deeds to Record Owners shall, upon conveyance to the Association by the Company, shall be owned by the Association and the Record Owners of all the Lots and Units within the Property shall be responsible for the costs and expenses associated with the Association's ownership, control, maintenance, repair and replacement of the Common Areas by payment of the assessment provided for herein. A Record Owner's easement rights of access to, use and enjoyment of the Common Properties and membership in the Association shall and must be conveyed along with the Record Owner's Lot and Unit. The Common Properties shall consist of those delineated or described herein and on the Plat.

5.2 The Common Properties shall remain undivided and no Record Owner shall bring any action for partition or division.

5.3 The easement rights of each Record Owner in the Common Properties and membership in the Association shall not be separated from the Lot and Unit to which it appertains and shall be deemed conveyed or encumbered with the Lot, even though such interest is not expressly mentioned or described in the conveyance or other instrument.

5.4 Subject to the provisions of these covenants and the rules and regulations of the Association, every Record Owner shall have the right and easement of enjoyment in and to the Common Properties specifically designated in their deed of conveyance, and such easement shall be appurtenant to and shall pass with title of every Lot; provided, however, that such enjoyment does not create unsightly conditions or constitute offensive behavior.

6. EASEMENT FOR COMPLETION OF THE COMMON PROPERTIES. It is expressly agreed and understood that certain Record Owners shall acquire title to Lots and Units and an easement to enter upon, use and enjoy the Common Properties prior the completion of improvements on the Property and Common Properties. Accordingly, the Company hereby reserves the right of unlimited use of and ingress and egress to and from all Common Properties for the purpose of development of the Property and Common Properties and for development of any other property hereinafter submitted to the Covenants.

7. PROHIBITION AGAINST ALTERATIONS OF UNITS AND LANDSCAPING.

7.1 No Record Owner shall make or permit to be made any alteration, including changing the model, style or color of doors, windows or any hardware associated therewith, to the Exterior of a Unit without first obtaining written permission of the Association.

7.2 No Record Owner shall change the exterior color or appearance of his Unit without first obtaining written consent of the Association.

7.3 No Record Owner shall plant or remove any shrubbery, flowers, vegetables, grass or trees on his Lot or on any Common Properties, nor alter any Lot or any Common Properties by adding or removing any objects, including, but not limited to, statues, walkways or decks, without first obtaining written consent of the Association. Record Owners shall have the right to place potted plants upon the their respective Lots and Units; subject, nevertheless, to the Association's right to require removal of such items, if deemed offensive or unsightly.

7.4 The Association may delegate to a committee of the Board of Directors, which shall be composed of three people, at least one of whom shall be a member of the Board of Directors, authority to review and approve all proposed alterations contemplated under this Section 7, which require the consent of the Association.

8. EASEMENTS.

8.1 Each Record Owner, his heirs, executors, administrators, assigns, agents, servants, invitees and members of his family, is hereby granted a non-exclusive easement for ingress and egress over the Common Properties for the use and enjoyment thereof, and such easement shall not in any way imply or be interpreted to prohibit or disallow any other Record Owner from coming onto and enjoying the use of any portion of the Common Property as hereinbefore designated.

8.2 The Record Owners, their heirs, executors, administrators, assigns, agents, servants, invitees, and members of their families, are hereby granted a general non-exclusive easement to park vehicles on the parking areas, if any, provided within the Common Properties. Said easement right shall, nevertheless, be limited to any and all restrictions placed thereon by the Association. The use of the Common Properties shall be subject to the rules and regulations of the Association and the covenants contained herein.

8.3 Notwithstanding any provision contained in these Covenants, it is expressly agreed that the above easements are perpetual and shall not be terminated in the event of termination of said covenants.

9. MISCELLANEOUS.

9.1 Each Record Owner shall take care that all garbage and refuse be sealed in plastic garbage bags or similar containers before removal from the Unit and deposited in such location on the Lot as to be unoffensive to others.

9.2 No obnoxious or offensive activities shall be carried on in the Lots or Units, nor shall anything be done thereon or therein tending to create embarrassment, discomfort, annoyance, or a nuisance to the other Record Owners. There shall not be maintained in or on any Lot any poultry, animals or device or thing of any sort whose normal activities or existence is in any way obnoxious, dangerous, unsightly, unpleasant or of a nature that may diminish the enjoyment of the Common Areas, Lots and Units.

9.3 Short term rental of any Unit is expressly permitted so long as such short term rental is in accordance with the provisions of the Declaration of Covenants and Restrictions of Woodside Plantation. Nothing contained herein shall be construed to prohibit the imposition of rules and regulations by the Association relating to the Common Properties; provided, that such rules and regulations shall not discriminate against Record Owners engaging in short term rental or their tenants. Tenants shall be governed at all times, and in pertinent part, by the provisions of this Declaration.

10. ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS AND AMENDMENTS.

10.1 The covenants, restrictions and affirmative obligations set forth in this document shall run with the land and shall be binding on all parties and persons claiming by or under them, to include, but not be limited to, the successors and assigns, if any, of the Company or the Association for a period of twenty-five (25) years from the execution date of this document. All such covenants, restrictions and affirmative obligations shall be automatically extended for an unlimited number of successive periods of ten (10) years, unless an instrument signed by a majority of the then Record Owners terminates said covenants.

10.2 In the event of any violation or breach of any of the covenants, restrictions or affirmative obligations contained herein by any person or other legal entity, the Record Owners, or any of them, jointly or separately, shall have the right to proceed at law or equity to seek damages or compel compliance with the terms hereof and to prevent further violations or breaches. In addition to the foregoing, the Association shall have the same rights to proceed at law or at equity,

10.3 The invalidation by any court of any provision or portion of these Covenants shall in no way effect any of the other provisions or portions, and the remaining portions hereof shall remain in full force and effect.

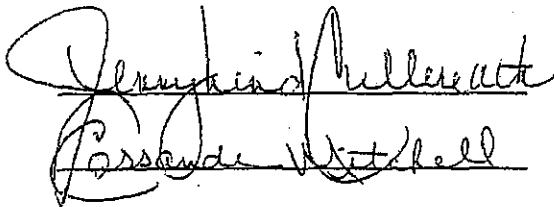
10.4 Any of the foregoing terms of this Declaration may be amended, except where these Covenants may otherwise provide, by a vote of three-fourths (3/4) of the total membership of the

Association; provided, however, that the Company, its successors and assigns, retains the right, for so long as it is the Record Owner of any Lot, to amend these Covenants by the filing in the Office of the RMC for Aiken County a Declaration of Amendment and by mailing copies thereof to each Record Owner at the address of the Lot, or, if a Record Owner is known not to reside on the Lot, to any appropriate mailing address of a Record Owner known to the Company. The Company shall affix an Affidavit of Mailing to the Declaration of Amendment, wherein it is certified that copies of the Declaration of Amendment have been mailed in accordance with the foregoing provisions.

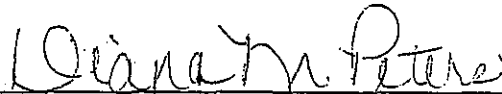
10.5 The Company, its successors and assigns, reserves the right to assign its rights as the Declarant hereunder as it, in its sole and exclusive judgment, shall deem appropriate. An assignment may be in whole or in part and may be either exclusive or non-exclusive.

10.6 The Company does hereby declare that the provisions contained herein are rights, restrictions, conditions, and affirmative obligations, all constituting covenants running with the land, conveyed by the Company by deed or other written instrument, whether or not specific reference is made to said covenants in the instrument of conveyance.

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

  
Cassandra Mitchell

The Reserve at Woodside LLC

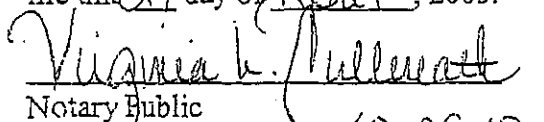
By:   
Diana M. Peters, as Attorney-in-Fact  
(See Misc. Book 1228, at Page 191)

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside LLC, a South Carolina limited liability company, by Diana M. Peters, as its attorney-in-fact, sign, seal and, as its act and deed, deliver the within written DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ENCLAVE AT THE RESERVE AT WOODSIDE PLANTATION and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 29 day of April, 2005.

  
Notary Public  
My Commission Expires: 2-29-12

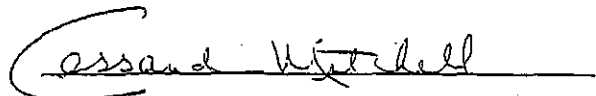
  
Cassandra Mitchell

EXHIBIT "C"

BY-LAWS  
OF  
THE ENCLAVE IN THE RESERVE NEIGHBORHOOD ASSOCIATION

1. NAME. The name of the corporation shall be The Enclave in The Reserve Neighborhood Association (the "Association"), a mutual benefit corporation, organized under the South Carolina Nonprofit Corporation act of 1994 (the "Act").

2. PURPOSE. The purpose of the Association shall be to take all necessary action regarding:

2.1 The governing, use and maintenance of the Common Properties and amenities of the property entitled Phase III, Section 7, The Enclave in The Reserve at Woodside Plantation, City of Aiken, Aiken County, South Carolina, as shown and described on "Plat" as set forth and defined in Subsection 1.2 of the Declaration of Covenants and Restrictions for The Enclave in The Reserve at Woodside Plantation, dated April 27, 2005.

2.2 The governing, use and maintenance of such other areas within the Property as the Board may agree to be obligated to govern, use and maintain; provided, that such agreement shall be in writing and shall be approved by a vote of not less than seventy-five percent (75%) of the Members at any regular or special meeting of the Association; provided, however, The Reserve at Woodside LLC (the "Company") has, under the Declaration (as hereinafter defined), retained the right to submit additional properties to the Declaration without further consent.

2.3 Enforcement of the various covenants and restrictions of record encumbering the Properties.

The purpose set forth hereinabove, together with the provisions of the Declaration and Articles of Incorporation of the Association, shall grant the Association all powers necessary to carry out the stated purposes, to include, by way of example and not by way of limitation, the power to own, acquire, build, operate and maintain the Common Areas and any and all structures that are or may be in the future located thereon; the power to fix and collect all annual and special assessments levied against the Lots, together with all late charges, penalties, interest, attorneys' fees, court costs, and any other costs of collection; the power to enforce by action at law or in equity all declarations and restrictions encumbering the Common Properties, Units and Lots and all rules and regulations adopted by the Board of Directors; and the power to pay taxes and insurance, if any, on all properties, real and personal, of the Association. The Association, upon an affirmative vote of eighty percent (80%) of the Record Owners at a duly called meeting, shall have the power to mortgage the Common Properties. The Association, by and through the Board of Directors, shall further have the power to pledge the power of assessment contained in the Declaration as set forth in these By-Laws for the purpose of securing indebtedness of the Association; provided, however, upon the pledge of such power, the Board of Directors is limited to the extent that the pledge of such power of assessment is limited so as to provide that

in no event shall the pledgee be allowed to accelerate such indebtedness wherein such acceleration will result in any increase in any assessment beyond the amount originally provided under the terms of the note evidencing such indebtedness for the retirement of the indebtedness.

3. **DECLARATION AND RESTRICTIONS.** All of the terms and provisions of the Declaration of Covenants and Restrictions for The Enclave in The Reserve at Woodside Plantation, dated April 27, 2005, and recorded contemporaneously herewith in the Office of the RMC for Aiken County, South Carolina, are specifically incorporated herein by reference thereto (the "Declaration").

4. **PERSONAL APPLICATION.** All present or future Record Owners, tenants, or their employees, or any other person that might use the facilities owned by the Association in any manner, are subject to these By-Laws and any rules and regulations promulgated pursuant to these By-Laws and the Declaration. The mere acquisition or rental of any Lot (as defined in the Declaration), or the mere act of occupancy of any Lot will signify that these By-Laws and the provisions of the Declaration, as they may be lawfully amended from time to time, are accepted and ratified and will be complied with.

5. **OFFICES.**

5.1 **PRINCIPAL OFFICE.** The initial principal office of the Association shall be located at the offices of The Reserve at Woodside LLC, 1419 Silver Bluff Road, Aiken, South Carolina 29803. The Association may have such other offices, either within or without the State of South Carolina ("State") as the Board of Directors may determine or the affairs of the Association may require from time to time.

5.2 **REGISTERED OFFICE.** The Association shall have and maintain in the State a registered office and an agent whose office is identical to the principal office. The registered office may be, but need not be, identical with the principal office in the State. The registered office and registered agent may be changed from time to time by the Board of Directors; provided, that, at all times the Board of Directors shall comply with the requirements of the Act.

6. **MEMBERSHIP AND VOTING.**

6.1 **MEMBERSHIP.** Membership in the Association shall be restricted to Record Owners and the Company and as further set out in Section 3 of the Declaration.

6.2 **MEMBERSHIP RIGHTS SUBJECT TO ANNUAL ASSESSMENTS.** The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Record Owner and which shall become a lien upon the Lot against which such assessments are made, as provided in Section 4 of the Declaration. In the event that a Record Owner may consist of more than one individual or entity, the liability of the individuals or entities comprising the Record Owner shall be joint and several. Each of the individuals or entities

comprising the Record Owner shall be entitled to contribution from all other individuals or entities comprising the Record Owner.

6.3 SUSPENSION OF MEMBERSHIP RIGHTS. The membership rights of any Record Owner, or any individuals or entities comprising the Record Owner, whether or not they are personally obligated to pay such assessments, may be suspended, upon written instruction of the President, during the period when the assessments, or any portion thereof, to include late charges, interest, attorney's fees, court costs, or other costs of collection, remain unpaid. Upon payment of such assessments, in their entirety, their rights and privileges shall be restored. Proof of repayment shall be in the form of a receipt from the Treasurer or the designated Management Agent, if such agent has been designated. If the Board of Directors has adopted rules and regulations governing the use of Common Properties and the conduct of any individual on the Common Properties is violative of such rules, the President, by written instruction, a copy of which shall be delivered to such individual, may, in his discretion, suspend the rights of any such person to utilize the Common Properties for a period not to exceed thirty (30) days. The President may issue successive suspensions if, after the expiration of any period of suspension, the person who violated such rule or regulation is engaged in a continuing violation or during the period of suspension continues such acts as constitute a violation of the rule or regulation. In no event shall the Association have the right, power or authority to suspend the membership rights of the Company.

6.4 VOTING. All voting shall be in accordance with the provisions of the Declaration. Each Record Owner: (i) shall be a member of the Association; and (ii) shall have an equal interest therein; and (iii) shall be entitled to one (1) vote at all meetings of the Association. Actions of the Association shall be determined by majority vote of the Record Owners present in person or by proxy. The Company shall have voting rights in accordance with the provisions of the Declaration.

6.5 MAJORITY OF RECORD OWNERS. As used in these By-Laws the term "Majority of Record Owners" shall mean those record owners casting fifty-one percent (51%) or more of the votes at any duly called meeting.

6.6 QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Record Owners shall constitute a quorum. If any annual meeting of the Association cannot be called to order because of the failure of a quorum to be present, such meeting shall be adjourned for a period of not less than two (2) hours and, upon being reconvened, the required percentage interest to constitute a quorum shall be reduced to twenty-five percent (25%) of the total number of Record Owners, to include the special voting rights of the Company. If the meeting still cannot be called to order because of failure of sufficient Record Owners to be present in person or by proxy, then in that instance the meeting may be adjourned for a period of not less than forty-eight (48) hours and thereafter reconvened. Should a quorum still not be present, in person or by proxy, those present shall constitute a quorum and business may then be conducted by a majority of those present, whether or not a majority of the Record Owners are present. After adjournment of any meeting pursuant to the provisions of this

Subsection, no further notice of any reconvened meeting shall be required to be given to any Record Owner. These provisions regarding declining quorum requirements shall not apply to any special meeting, unless specifically referenced in the notice from the President or in the petition or resolution calling for such special meeting.

6.7 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

## 7. MEETINGS OF THE ASSOCIATION.

7.1 ANNUAL MEETINGS. The Annual Meeting of the Association shall be held at the call of the President of the Association not less than once every year. It shall be held at a reasonably convenient time at a location in the City of Aiken, Aiken County, South Carolina. It shall be the duty of the President to designate the date, time and place of the Annual Meeting no later than January 15th of each year and deliver notice of such designation to the Secretary no later than February 15th of each year. At such meetings there shall be elected by ballot of the Record Owners a Board of Directors to govern and administer the affairs of the Association. The Record Owners may also transact such other business of the Association as may properly come before them.

7.2 SPECIAL MEETINGS. It shall be the duty of the Secretary to call a special meeting of the Record Owners, upon written request of the President, as directed by resolution of the Board of Directors, or upon a petition signed by a majority of Record Owners and having been presented to the Secretary. The petition shall state on its face the subject matters to be addressed at such special meeting. A petition requesting a special meeting may be delivered to the Secretary by mailing the same to the Secretary, certified mail return receipt requested, and delivery shall be deemed to occur on the date that the Secretary shall sign the return receipt, or by delivery of same to the person of the Secretary. The Secretary shall be required to schedule any special meeting requested by petition not more than ninety (90) days from the date of receipt of such petition. The notice of the special meeting shall state the time and place of the special meeting and the purpose thereof. No business may be transacted at any special meeting other than that stated in the notice unless by consent of not less than eighty percent (80%) of the votes present at such special meeting, either in person or by proxy.

7.3 NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail notice of each Annual Meeting and special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Record Owner, at least thirty (30) days, but not more than ninety (90) days, before such meeting. The deposit of the notice in the U.S. mail, first class postage prepaid, to the address of the Record Owner as shown on the books of the Association shall be considered delivery of such notice.

7.4 ORDER OF BUSINESS. Unless stated differently in the Notice of Meeting given to Record Owners, the order of business at all Annual Meetings shall be:



- 7.4.1 Roll Call
- 7.4.2 Proof of Notice of Meeting or Waiver of Notice
- 7.4.3 Approval of minutes from prior Annual Meeting
- 7.4.4 Reports of Officers
- 7.4.5 Reports of Committees
- 7.4.6 Vote on Budget
- 7.4.7 Election of Directors
- 7.4.8 Old Business
- 7.4.9 New Business
- 7.4.10 Adjournment

The order of business at special meetings shall be determined by the presiding officer and shall include those items specified in the Notice of Meeting.

## **8. BOARD OF DIRECTORS.**

8.1 NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by the Board of Directors. The Board of Directors shall have three (3) members. The initial Board of Directors shall consist of those individuals elected as Directors at the first meeting of the Association. For so long as the Company is a Record Owner of any Lot, it shall be entitled to appoint a majority of the Directors, which appointees shall serve at the pleasure of the Company. The appointees of the Company shall not be required to be Record Owners. At the first Annual Meeting, the Record Owners shall elect a Director to serve a two (2) year term. At such time as the Company shall not be a Record Owner, the Association shall at the first Annual Meeting held after the Company is no longer a Record Owner, elect three (3) directors for such terms as set forth hereinafter. Each director shall be either a Record Owner, in whole or in part, or the lawfully married spouse of a Record Owner or, if the Record Owner is a corporation, partnership or trust, such individual as may be named in writing by the corporation, partnership or trust, as its representative; provided, that no more than one (1) director may be elected from any one (1) Lot. If any director shall cease to be a Record Owner, or, if a director, their spouse shall cease to be a Record Owner, or, during the term of office of a designated representative of a corporation, partnership or trust, such entity shall cease to be a Record Owner, such director shall be deemed to have resigned his office as director, effective upon the recordation of the deed conveying title to the Lot in question. All directors shall be natural persons.

8.2 VACANCIES IN BOARD OF DIRECTORS. Vacancies in the Board of Directors, other than the removal of a member of the Board by vote of the Association, shall be filled by majority vote of the remaining directors, even if less than a quorum, and the director so elected shall hold office until his successor is elected by the Record Owners, who may make such election at the next Annual Meeting, or at any special meeting called for that purpose; provided, that if the vacancy is for a director who had previously been appointed by the Company, the Company shall have the sole and exclusive right to appoint his replacement.

8.3 TERM OF OFFICE. At the first Annual Meeting of the Association after the Company shall no longer be a Record Owner, one (1) member of the Board of Directors shall be elected to serve a term of three (3) years; one (1) member of the Board of Directors shall be elected to serve a term of two (2) years; and the remaining member of the Board of Directors shall be elected to serve a term of one (1) year. Thereafter, at each Annual Meeting, the Record Owners shall vote to elect a director to replace the director whose term has expired, and the director so elected shall serve for a term of three (3) years. No person shall serve for more than two (2) consecutive terms (either part or whole terms) as a member of the Board of Directors. All members of the Board of Directors shall serve until their successors have been elected.

8.4 REMOVAL OF MEMBERS OF THE BOARD OF DIRECTORS. At any regular or special meeting of the Association duly called, any one or more members of the Board of Directors may be removed with or without cause by a majority of the Record Owners, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed to the Association shall be given an opportunity to be heard at such meeting prior to any vote on removal. Notwithstanding the preceding, the directors appointed by the Company shall serve at the pleasure of the Company and may only be removed from office by the Company.

8.5 POWERS OF THE BOARD OF DIRECTORS. The Board of Directors shall have the power:

8.5.1 necessary for the administration of the affairs of the Association and may do all such acts and things that are not by law or these By-Laws directed to be executed and done by the Association or individual members;

8.5.2 to call special meetings of the Record Owners whenever it deems necessary and it shall call special meetings at any time upon request, as specified in Subsection 7.2 herein;

8.5.3 to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing herein shall be construed to prohibit the employment of any Record Owner, officer or member of the Board of Directors in any capacity whatsoever;

8.5.4 to establish, levy, assess and collect (to include foreclosure of liens) the assessments, special assessments, and charges referred to in Sections 2 and 11, herein;

8.5.5 to promulgate, adopt, and publish rules and regulations and establish fines and other punishments for violations relating to the use of Common Areas and facilities therein and regarding the personal conduct of persons on or utilizing the Common Areas;

8.5.6 to exercise for the Association all powers, duties and authorities vested in or delegated to the Association, except those reserved to the Record Owners in the Articles of Incorporation or in these By-Laws or in the Declaration;

8.5.7 in the event that any member of the Board of Directors, other than an appointee of the Company, shall be absent from three (3) consecutive regular meetings of the Board of Directors without excuse, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of that director vacant and proceed to elect his or her replacement;

8.5.8 to employ a management agent at compensation established by the Board of Directors to perform such duties and services as the Board of Directors may provide; and

8.5.9 such other and further duties as may be imposed in the Articles of Incorporation and By-Laws.

8.6 DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors shall have the power, in addition to those duties imposed by these By-Laws or by resolutions of the Association, as follows:

8.6.1 compliance with all the terms and conditions of the Declaration and the enforcement of same;

8.6.2 care, upkeep, maintenance, repair, and surveillance of the Common Properties governing any and all repairs, maintenance or changes to the Exterior of Units including, but not limited to, exclusive right of approval for all landscaping plans and maintenance, and discharging such other obligations as may be established by the Declaration;

8.6.3 collection of assessments, both regular and special, and any and all other levies fixed by the Board of Directors from Record Owners, to include liening and foreclosure of such liens;

8.6.4 employment, dismissal and control of the personnel necessary to carry out the duties of the Board of Directors, to include a management agent or company;

8.6.5 to cause to be kept a full record of all its acts and corporate affairs;

8.6.6 to supervise all officers, agents and employees of the Association and to see that their duties are properly performed, to include the mailing of the minutes of meetings of the Board of Directors to all Record Owners;

8.6.7 to cause to be established and kept an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Properties, and such other properties as the Association shall be contractually

bound to keep and maintain. Said fund is to be established and maintained out of the regular assessments for common expenses; provided, that during the period in which the fund is being established, special assessments may be made, if required; and

8.6.8 such other and further powers as may be imposed in the Articles of Incorporation and these By-Laws.

8.7 LIABILITY OF DIRECTORS. The members of the Board of Directors shall not be liable to the Record Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless such contracts have been made in bad faith or contrary to the provisions of the Declaration or these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible and shall not be deemed self dealing for the Association to contract with the Company or with corporations or other entities owned, controlled or affiliated with the Company. It is intended that the liability of any member of the Board of Directors arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportions of the total liability thereunder as his interest in the Common Properties bears to the interest of all Record Owners in the Common Properties. Every agreement made by the Board of Directors or by any managing agent or by any management firm, as the case may be, is made in the capacity only as an agent for the Record Owners and such director, agent or firm shall have no personal liability thereunder (unless as a Record Owner). Moreover, each Record Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Properties and bears to the interests of all Record Owners in the Common Properties.

8.8 REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at such times and in such places as may be determined from time to time by a majority of the Board of Directors, but not less than two (2) meetings shall be held each year. One such meeting shall be held immediately after the Annual Meeting of the Record Owners of the Association. Notice of the meetings shall be given by the Secretary or such other designated person to each member of the Board of Directors, either personally or by mail, telephone or other electronic medium, as may be deemed reasonable, at least ten (10) days prior to the designated meeting day.

8.9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or the Chairperson of the Board of Directors, upon three (3) day notice, either personally, by mail, telephone or other electronic medium as may be deemed reasonable, which shall state the time, place and purpose of such meeting. Any Board member may request that he be allowed to attend and participate by telephone conference. Special meetings of the Board of Directors shall be called, if requested in

writing by at least two (2) members of the Board of Directors with such notice specifying the business to be conducted. The President shall determine the time and place of such meeting.

9. **ASSOCIATION OFFICERS.** The officers of the Association shall be the President, Vice-President, Secretary and Treasurer and such other officers as may be elected by the Board of Directors. All officers shall be members of the Board of Directors. The Board of Directors shall elect all officers at the meeting of the Board of Directors immediately following the Annual Meeting of the Record Owners. All officers shall be elected by majority vote of the directors and shall hold office at the pleasure of the Board of Directors. Any two offices may be held by the same person with the exception of the offices of President and Secretary.

9.1 **DUTIES OF THE PRESIDENT.** The President shall preside over the meetings of the Board of Directors, shall see that the orders and resolutions of the Board of Directors are carried out and shall be empowered to sign all documents on behalf of the Board of Directors.

9.2 **DUTIES OF THE VICE-PRESIDENT.** The Vice-President shall, in the absence of the President, perform all duties of the President.

9.3 **DUTIES OF THE SECRETARY.** The Secretary shall record the votes and keep the minutes and records of all proceedings in a book to be kept for that purpose. The Secretary shall also keep a book of all Record Owners, setting forth their address and the interest they hold in any Lot and the Common Properties.

9.4 **DUTIES OF THE TREASURER.** The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall cause to be disbursed such funds as may be directed by the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be required for disbursement of funds in the normal course of business.

9.5 **REMOVAL OF OFFICERS.** Upon majority vote of the members of the Board of Directors any officer may be removed from office and, in such event, the Board of Directors by majority vote shall name a replacement therefor to serve out the remaining term of such officer.

10. **OBLIGATIONS OF RECORD OWNERS.**

10.1 **MAINTENANCE AND REPAIR.** Every Record Owner has the following obligations with respect to maintenance and repair, subject to the right and obligation of the Association to approve, govern, repair and maintain the Common Properties, the exterior of the Units and the landscaping or other improvements located on the Lots:

10.1.1 To perform promptly all maintenance and repair work to the improvements located on his Lot, which, if omitted, would adversely affect any portion of the Common Property, or any property, real, personal or mixed, belonging to another

Record Owner or the Association, and for failure to do so such Record Owner shall be liable as otherwise provided herein;

10.1.2 To maintain and keep in good repair at his expense all improvements located on his Lot except those maintained by the Association as set forth herein and in the Declaration; and

10.1.3 To reimburse the Association for any expenditure incurred in repairing or replacing any Common Property damaged through the fault of any Record Owner, such reimbursement to include any costs of collection, reasonable attorney's fees, and court costs.

10.2 USE OF LOTS. All Lots shall be used for residential purposes only; provided, however, this restriction shall not be interpreted to prohibit the rental of any Lot.

## 11. ASSESSMENTS.

11.1 ADOPTION OF BUDGET AND ESTABLISHMENT OF ASSESSMENTS. The Board of Directors shall annually prepare a budget for the operation of the Association. This budget shall be presented to the Record Owners along with the Notice of the Annual Meeting. The budget shall set forth the annual assessment to be levied against each Lot for the upkeep, repair and maintenance of the Common Properties, any improvements located thereon, and any other properties that the Association may be contractually obligated to maintain and repair. The Record Owners shall vote to adopt or reject the budget at the Annual Meeting. In the event the Board of Directors proposes a special assessment, the total amount of the special assessment, the amount of the assessment on each Record Owner, and purpose for which such special assessment is to be levied shall be presented to the Record Owners along with the Notice of Annual Meeting; provided, that a special assessment may be proposed and thereafter voted on at any meeting of the Record Owners duly convened and for which notice of the purpose of such meeting has been given.

11.2 DELINQUENT ASSESSMENTS. All assessments shall be due and payable in accordance with the schedule of payments adopted as part of each annual budget and/or special assessment. In the event that the Board of Directors shall have adopted a payment schedule wherein it has allowed the annual assessment to be paid in installments, and a Record Owner allows any installment to become delinquent for more than thirty (30) days, the Board of Directors may accelerate all balances due and require any outstanding balances to be paid immediately. In the event that any Record Owner is delinquent for more than fifteen (15) days past the due date of any payment, all such sums due shall bear interest, compounded monthly, at a rate equal to 1% per month or such other rate as established by the Board of Directors at the Annual Meeting of the Board of Directors, held directly after the Annual Meeting of the Record Owners. Additionally, each such delinquent payment shall be subject to a late charge in accordance with a schedule of late charges established by the Board of Directors at the annual meeting of the Board of Directors held directly after the Annual Meeting of the Record Owners. In the event that

any account is turned over to a third party or attorney for the purpose of collection of any delinquent assessment, late charge, or interest, the Record Owner shall be responsible for all costs of collection, to include attorney's fees, court costs, receiver's fees, the cost of documentary evidence and any other costs reasonably related to the collection of the outstanding monies. These costs of collection shall also constitute a lien against the Lot and shall be subject to foreclosure. The Board of Directors may take such action as it deems necessary to collect the delinquent assessment by an action at law against the Record Owner personally or by foreclosing said lien, and may settle or compromise the same if deemed in its best interest. The Association shall be entitled to bid at any judicial sale held pursuant to a suit to foreclose any lien and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien being enforced. Upon commencement of any foreclosure action, the Association shall be entitled to the appointment of a receiver for the Lot, and the Record Owner shall be required to pay reasonable rental for the Lot to such receiver.

11.3 **APPLICATION OF SURPLUS.** Any payments or receipts to the Association, whether from Record Owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be kept by the Association and applied against the Association's expenses in the future.

11.4 **MORTGAGE OF COMMON PROPERTY.** The Association, upon an affirmative vote of not less than eighty percent (80%) of Record Owners at a duly called meeting shall have the power to mortgage the Common Properties.

12. **PLEDGE OF POWER OF ASSESSMENT.** The Association, by and through the Board of Directors, shall further have the power to pledge the power of assessment contained in the Declaration and as set forth in these By-Laws for the purpose of securing indebtedness of the Association; provided, however, upon the pledge of such power, the Board of Directors is limited to the extent that the pledge of such power of assessment is limited so as to provide that in no event shall the pledge be allowed to accelerate such indebtedness wherein such acceleration will result in any increase in any assessment beyond the amount originally provided under the terms of the note evidencing such indebtedness for the retirement of the indebtedness.

13. **AMENDMENT OF BY-LAWS.** These By-Laws, with the exception of Subsections 2 and 3 herein, may be repealed, altered or amended as follows: (i) any proposed amendment shall be submitted to the Board of Directors and shall be subjected to a vote of the Board of Directors regarding its recommendation for adoption, then, (ii) in the event the amendment has received unanimous support from the Board of Directors, the amendment shall be adopted in the event that it shall receive a majority vote of the Record Owners present at the annual meeting or any special meeting; or, (iii) in the event the amendment has not received unanimous support of the Board of Directors, the amendment shall be adopted in the event it shall receive an affirmative vote of not less than sixty-six percent (66%) of all Record Owners at an Annual Meeting or special meeting. Any proposed amendment shall be mailed to every Record Owner not less than thirty (30) days before the meeting of the Record Owners during which the amendment shall be voted upon.

14. ESTABLISHMENT OF RULES AND REGULATIONS FOR COMMON PROPERTIES. The Board of Directors may from time to time adopt, amend or repeal rules and regulations regarding the use of the Common Properties. A copy of any rules and regulations, other than those contained hereinafter, shall be distributed to each Record Owner to his or her address last provided to the Association within thirty (30) days of being adopted, amended or repealed.

14.1 CONFLICT. In the event of any conflict between the rules and regulations adopted by the Board of Directors and these By-Laws or the Declaration, the latter shall prevail.

14.2 COMPLIANCE. All Record Owners, their guests and tenants must, at all times, comply with the rules and regulations adopted by the Board of Directors. Should any person fail to comply therewith, such person may be fined in accordance with a schedule of fines adopted by the Board of Directors as part of the rules and regulations and such fine shall be in addition to any other legal or equitable remedy available to the Association.

15. CONFLICT. In the event of any conflict between the provisions of these By-Laws and the Declaration, the latter shall prevail.





2007036602

AMENDMENT  
RECORDING FEES

\$10.00

PRESENTED & RECORDED:

11-07-2007 12:45 PM

JUDITH WARNER

REGISTER OF DEEDS CONVEYANCE

AIKEN COUNTY, SC

By: JOYCE R. EGGLE DEPUTY RMC

BK:RB 4171

PG:1628-1631

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

FIRST AMENDMENT TO THIRTY-SEVENTH  
AMENDMENT/ SUPPLEMENTARY  
DECLARATION TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE PLANTATION  
PROPERTY OWNERS' ASSOCIATION, INC. AND  
WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

THIS FIRST AMENDMENT TO THIRTY-SEVENTH AMENDMENT /  
SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF  
WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND  
WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. ("Amendment") is entered this  
3<sup>rd</sup> day of October, 2007, by THE RESERVE AT WOODSIDE, LLC, a South Carolina limited  
liability company ("Company").

WITNESSETH

WHEREAS, the Company executed the Thirty-Seventh Amendment/Supplementary  
Declaration to the Covenants and Restrictions of Woodside Plantation Property Owners'  
Association, Inc. and Woodside Development Company of Aiken, Inc. (the "Thirty-Seventh  
Amendment"), which document was dated April 27, 2005, and was recorded in the Aiken County  
RMC Office in Misc. Book 1359, at page 100;

WHEREAS, the Thirty-Seventh Amendment brought the Property (as described in the  
Thirty-Seventh Amendment) within the plan and operation of the Covenants and Restrictions of  
Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company  
of Aiken, Inc.; and

WHEREAS, the Company desires to combine lots 7-24, 7-25 and 7-26 into lots 7-24 and 7-  
25, which would have the effect of reducing the number of residential lots in The Enclave from  
forty-seven (47) to forty-six (46); and

Return To:  
R.E. Hanna III, Esq.  
Hull, Towill, Norman, Barrett & Salley  
111 Park Avenue, S.W.  
Aiken, SC 29801

7083-009

Transfer and Mortgage/Deed Property Line Adjustment/Amendment to 37th Amendment v2.doc

WHEREAS, pursuant to the provisions of Section 10.4 of the Declaration of Covenants and Restrictions for The Enclave in the Reserve at Woodside Plantation ("the Covenants"), attached as Exhibit "B" to the Thirty-Seventh Amendment, the Company desires to amend the Thirty-Seventh Amendment and the Covenants to reflect such lot re-combination.

NOW THEREFORE, the Thirty-Seventh Amendment and the Covenants are amended as follows:

1. Exhibit "A" to the Thirty-Seventh Amendment is hereby deleted in its entirety and amended as follows:

ALL that parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, including all residential lots and related roadways and common areas, containing 17.17 acres, more or less, shown and designated upon that Record Plat of The Enclave, Woodside Plantation, Phase 3, Section 7 prepared by Thomas M. Graham, Jr., of Southern Partners, Inc., dated February 23, 2005, revised April 8, 2005, and recorded in the Aiken County RMC Office in Plat Book 49, at page 112, as amended by that Plat of Re-subdivided Lots 24, 25, and 26, The Enclave at Woodside Plantation, Phase 3, Section 7, prepared by Thomas M. Graham, Jr., of Southern Partners, Inc., dated September 4, 2007, and recorded in the Aiken County RMC Office in Plat Book 53, at page 291; reference being made to said plats for a more complete and accurate description of the metes, bounds and location of said property.

2. The first recital of the Covenants is hereby deleted in its entirety and amended to read as follows:

WHEREAS, Company is the owner of the property described in Section 1 of this Declaration and desires to create thereon a planned neighborhood, known as The Enclave, consisting of forty-six (46) single family homes with open spaces and Common Properties for the benefit of the Enclave neighborhood;

3. Section 1.8 of the Covenants is hereby deleted in its entirety and amended to read as follows:

1.8 "Plat" shall refer to that Record Plat of The Enclave, Woodside Plantation, Phase 3, Section 7 prepared by Thomas M. Graham, Jr., of Southern Partners, Inc., dated February 23, 2005, revised April 8, 2005, and recorded in the Aiken County RMC Office in Plat Book 49, at page 112, as amended by that Plat of Re-subdivided Lots 24, 25, and 26, The Enclave at Woodside Plantation, Phase 3, Section 7, prepared by Thomas M. Graham, Jr., of Southern Partners, Inc., dated September 4, 2007, and recorded in the Aiken County RMC Office in Plat Book 53, at page 291; reference being made to said plats for a more complete and accurate description of the metes, bounds and location of said property.

4. Except as specifically modified herein, the Thirty-Seventh Amendment and the Covenants shall remain in full force and unmodified.

[EXECUTION ON FOLLOWING PAGE]

This Amendment is executed under seal the day and year first above written.

SIGNED, SEALED and DELIVERED  
in the presence of:

Witness

Witness

THE RESERVE AT WOODSIDE, LLC, a  
South Carolina limited liability company  
(Seal)

By: RSW

Print Name: Richard B. Steele

As Its: Director, Board of Managers

State of South Carolina )

County of Aiken )

Acknowledgment

I, Dianna M. Peters a notary public for South Carolina, do hereby certify  
that Richard B. Steele personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument.

Witness my hand and official seal this the 31<sup>st</sup> day of October, 2007.

Dianna M. Peters  
Notary Public

My Commission Expires:

My Commission Expires  
September 17, 2012

(Notarial Seal)

## AFFIDAVIT OF MAILING

Pursuant to Subsection 10.4 of the Declaration of Covenants and Restrictions for The Enclave in the Reserve at Woodside Plantation, dated April 27, 2005, and recorded in the Aiken County RMC Office in Misc. Book 1359, at Page 100 (the "Covenants"), the undersigned, on behalf of THE RESERVE AT WOODSIDE, LLC, a South Carolina limited liability company, personally appeared before me and, being first duly sworn, certified that s/he mailed copies of the within First Amendment to Thirty-Seventh Amendment/Supplementary Declaration to the Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken, Inc., to each Record Owner, as defined in the Covenants, by placing copies thereof in envelopes, addressed to each Record Owner at the last known mailing address of each Record Owner, proper prepaid first class postage affixed thereto, and depositing same in the United States Mail on ~~October~~<sup>November</sup> 7, 2007.

Subscribed, sealed and sworn to  
before me under seal this 31 day of  
October, 2006.

Lillian M. Peters

Notary Public

My Commission Expires

September 17, 2012

(Notarial Seal)

THE RESERVE AT WOODSIDE, LLC, a South  
Carolina limited liability company (Seal)

By: R. Steele

Print Name: Richard B. Steele

As Its: Director, Board of Managers

2012004452

AMENDED COVENANTS

RECORDING FEES

\$10.00

PRESENTED & RECORDED:

02-22-2012 02:00 PM

JUDITH WARNER

REGISTER OF MORTGAGE CONVEYANCE

AIKEN COUNTY, SC

BY: JULIE STUTTS DEPUTY RMC

BK: RB 4393

PG: 1424 - 1427

**RETURN TO:**

R. E. Hanna, III, Esquire

Hull Barrett, PC

111 Park Avenue, S.W.

Aiken, SC 29801

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

SECOND AMENDMENT TO THIRTY-SEVENTH  
AMENDMENT/ SUPPLEMENTARY  
DECLARATION TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE PLANTATION  
PROPERTY OWNERS' ASSOCIATION, INC. AND  
WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

(THE ENCLAVE)

(MISC. BOOK 1359, PAGE 100)

THIS SECOND AMENDMENT TO THIRTY-SEVENTH AMENDMENT /  
SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF  
WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND  
WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. ("Amendment") is entered this  
11<sup>th</sup> day of February, 2012, by THE RESERVE AT WOODSIDE, LLC, a South Carolina limited  
liability company ("Company").

WITNESSETH

WHEREAS, the Company executed the Thirty-Seventh Amendment/Supplementary  
Declaration to the Covenants and Restrictions of Woodside Plantation Property Owners'  
Association, Inc. and Woodside Development Company of Aiken, Inc. (the "Thirty-Seventh  
Amendment"), which document was dated April 27, 2005, and was recorded in the Aiken County  
RMC Office in Misc. Book 1359, at page 100, as amended by that First Amendment recorded in  
said records on November 7, 2007, in Record Book 4171, page 1628;

WHEREAS, the Thirty-Seventh Amendment brought the Property (as described in the  
Thirty-Seventh Amendment) within the plan and operation of the Covenants and Restrictions of  
Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company  
of Aiken, Inc.; and

WHEREAS, the Company desires to combine Lots 7-34 and 7-35 into one Lot (to be known as Lot 7-34A) and to adjust the boundary line between Lot 7-33 and Lot 7-34A, which would have the effect of reducing the number of residential Lots in The Enclave from forty-six (46) to forty-five (45); and

WHEREAS, pursuant to the provisions of Section 10.4 of the Declaration of Covenants and Restrictions for The Enclave in the Reserve at Woodside Plantation ("the Covenants"), attached as Exhibit "B" to the Thirty-Seventh Amendment, the Company desires to amend the Thirty-Seventh Amendment and the Covenants to reflect such lot re-combination.

NOW THEREFORE, the Thirty-Seventh Amendment and the Covenants are amended as follows:

1. Exhibit "A" to the Thirty-Seventh Amendment is hereby deleted in its entirety and amended as follows:

ALL that parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, including all residential lots and related roadways and common areas, containing 17.17 acres, more or less, shown and designated upon that Record Plat of The Enclave, Woodside Plantation, Phase 3, Section 7 prepared by Thomas M. Graham, Jr., of Southern Partners, Inc., dated February 23, 2005, revised April 8, 2005, and recorded in the Aiken County RMC Office in Plat Book 49, at page 112, as amended by that Plat of Re-subdivided Lots 24, 25, and 26, The Enclave at Woodside Plantation, Phase 3, Section 7, prepared by Thomas M. Graham, Jr., of Southern Partners, Inc., dated September 4, 2007, and recorded in the Aiken County RMC Office in Plat Book 53, at page 291; as amended by that Lot Line Revision Survey for The Reserve at Woodside, LLC, by Benjamin B. Christensen, PLS dated December 19, 2011, and recorded in said records in Plat Book 56, at page 338; reference being made to said plats for a more complete and accurate description of the metes, bounds and location of said property.

2. The first recital of the Covenants is hereby deleted in its entirety and amended to read as follows:

WHEREAS, Company is the owner of the property described in Section 1 of this Declaration and desires to create thereon a planned neighborhood, known as The Enclave, consisting of forty-five (45) single family homes with open spaces and Common Properties for the benefit of the Enclave neighborhood;

3. Section 1.8 of the Covenants is hereby deleted in its entirety and amended to read as follows:

1.8 "Plat" shall refer to that Record Plat of The Enclave, Woodside Plantation, Phase 3, Section 7 prepared by Thomas M. Graham, Jr., of Southern Partners, Inc., dated February 23, 2005, revised April 8, 2005, and recorded in the Aiken County RMC Office in Plat Book 49, at page 112, as amended by that Plat of Re-subdivided Lots 24, 25, and 26, The Enclave at Woodside Plantation, Phase 3, Section 7, prepared by Thomas M. Graham, Jr., of Southern Partners, Inc., dated September 4, 2007, and recorded in the Aiken County RMC Office in Plat Book 53, at page 291; as amended by that Lot Line Revision Survey for The Reserve at Woodside, LLC, by Benjamin B. Christensen, PLS dated December 19, 2011, and recorded in said records in Plat Book 56, at page 338; reference being made to said plats for a more complete and accurate description of the metes, bounds and location of said property.

4. Except as specifically modified herein, the Thirty-Seventh Amendment and the Covenants shall remain in full force and unmodified.

This Amendment is executed under seal the day and year first above written.

SIGNED, SEALED and DELIVERED  
in the presence of:

Witness

Witness

THE RESERVE AT WOODSIDE, LLC, a  
South Carolina limited liability company  
(Seal)

By:

Print Name:

As Its:

State of South Carolina )

County of Aiken )

Acknowledgment

I, Lori Meador, a notary public for South Carolina, do hereby certify  
that Diana M. Peters personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument.

Witness my hand and official seal this the 17<sup>th</sup> day of February, 2012.

Notary Public

My Commission Expires:

(Notarial Seal)





AFFIDAVIT OF MAILING

Pursuant to Subsection 10.4 of the Declaration of Covenants and Restrictions for The Enclave in the Reserve at Woodside Plantation, dated April 27, 2005, and recorded in the Aiken County RMC Office in Misc. Book 1359, at Page 100 (the "Covenants"), the undersigned, on behalf of THE RESERVE AT WOODSIDE, LLC, a South Carolina limited liability company, personally appeared before me and, being first duly sworn, certified that s/he mailed copies of the within Second Amendment to Thirty-Seventh Amendment/Supplementary Declaration to the Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken, Inc., to each Record Owner, as defined in the Covenants, by placing copies thereof in envelopes, addressed to each Record Owner at the last known mailing address of each Record Owner, proper prepaid first class postage affixed thereto, and depositing same in the United States Mail on February 21, 2012.

Subscribed, sealed and sworn to before me under seal this 17<sup>th</sup> day of February, 2012.

[Signature]  
Notary Public

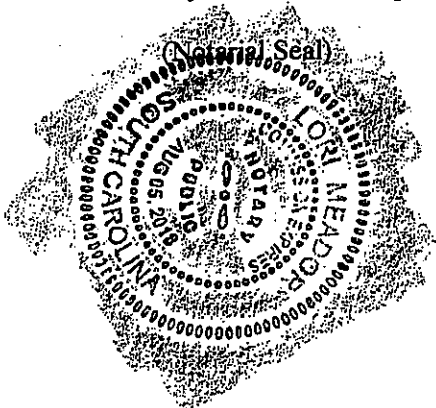
My Commission Expires: August 5, 2018

THE RESERVE AT WOODSIDE, LLC, a South Carolina limited liability company (Seal)

By: [Signature]

Print Name: Diana M Peters

As Its: attorney-in-fact



STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF AIKEN                )     THIRTY-EIGHTH AMENDMENT/  
  )     DECLARATION OF COVENANTS AND  
  )     RESTRICTIONS OF WOODSIDE  
  )     PLANTATION PROPERTY OWNERS'  
  )     ASSOCIATION, INC., AND  
  )     WOODSIDE DEVELOPMENT  
  )     COMPANY OF AIKEN, INC.

THIS THIRTY-EIGHTH AMENDMENT to the Declaration of Covenants and Restrictions is made this 15<sup>th</sup> day of July 2005 by the Directors of the Woodside Plantation Property Owners Association, Inc.

**WITNESSETH:**

**WHEREAS**, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owner's Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. Seq.; and,

**WHEREAS**, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;  
by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;  
by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;  
by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;  
by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;  
by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;  
by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;  
by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;  
by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;  
by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;  
by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38 and  
by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132;  
by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161;

by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book 953 at Page 113-115;  
by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249;  
by Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183;  
by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Page 323-327;  
by Eighteenth Amendment dated February 16, 2000 and recorded in the RMC at Deed Book 1015 at Page 37-40;  
by Nineteenth Amendment dated May 15, 2000 and recorded in the RMC at Deed Book 1025 at Page 67-70;  
by Twentieth Amendment dated November 30, 2000 and recorded in the RMC at Deed Book 1050 at Page 303-307;  
by Twenty-First Amendment dated January 17, 2001 and recorded in the RMC at Deed Book 1055 at Page 153-156;  
by Twenty-Second Amendment dated July 6, 2001 and recorded in the RMC at Deed Book 1081 at Page 68-86;  
by Twenty-Third Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 64-67;  
by Twenty-Fourth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 60-63;  
by Twenty-Fifth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 56-59;  
by Twenty-Sixth Amendment dated December 12, 2001 and recorded in the RMC at Deed Book 1104 at Page 346;  
by Twenty-Seventh Amendment dated March 12, 2002 and recorded in the RMC at Deed Book 1118 at Page 52-55;  
by Twenty-Eighth Amendment dated March 13, 2002 and recorded in the RMC at Deed Book 1118 at Page 48-51;  
by Twenty-Ninth Amendment dated June 20, 2002 and recorded in the RMC at Deed Book 1133 at Page 275-278;  
by Thirtieth Amendment dated December 19, 2002 and recorded in the RMC at Deed Book 1166 at Page 275-279;  
by Thirty-First Amendment dated March 7, 2003 and recorded in the RMC at Deed Book 1179 at Page 213-216;  
by Thirty-Second Amendment dated December 8, 2003 and recorded in the RMC at Deed Book 1235 at Page 91-95;  
by Thirty-Third Amendment dated April 23, 2004 and recorded in the RMC at Deed Book 1270 at Page 203-208;  
by Thirty-Fourth Amendment dated December 15, 2004 and recorded in the RMC at Deed Book 1328 at Page 237-242;  
by Thirty-Fifth Amendment dated March 18, 2005 and recorded in the RMC at Deed Book 1349 at Page 147-150;  
by Thirty-Sixth Amendment dated March 21, 2005 and recorded in the RMC at Deed Book 1349 at Page 156-159;  
by Thirty-Seventh Amendment dated April 22, 2005 and recorded in the RMC at Deed Book 1359 at Page 100-126;

**WHEREAS**, on March 10, 2005 the Board of Directors of the WPPOA mailed ballots to the Members of the WPPOA. Balloting took place over a thirty day period ending April 15, 2005 and,

**WHEREAS**, of the votes cast on the following proposed amendment, 93.8% were cast in favor thereof.

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

---

**Covenant Amendment**

**Subject: To allow the WPPOA Board to set aside up to 15% of assessment revenue into the Reserve Fund**

Resolved that Part Three, Article III, Section 5, page 60: Reserve Fund be amended to read:

"The Association shall establish a reserve fund from the regular annual assessments to be held in reserve in an interest bearing account or investment as a reserve for (a) major rehabilitation or major repairs or replacements of improvements, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss. Such fund shall not exceed fifteen percent (15%) of its receipts from the regular annual assessment in each year. Moreover, the total of said reserve shall not exceed in the aggregate a sum equal to one hundred percent (100%) of the annual Association budget without the approval of the Members in the same manner as specified for approval of special assessments for additions and improvements."

This Thirty-Eighth Amendment to Declaration is executed this 15th day of July 2005.

WOODSIDE PLANTATION  
PROPERTY OWNERS  
ASSOCIATION

Witness:

Allen B Radcliff, Jr.  
Michelle H. Yancey

By:

A. E. Berry  
Its President (Al Berry)

And By:

Roger Anderson  
Its Secretary (Roger Anderson)

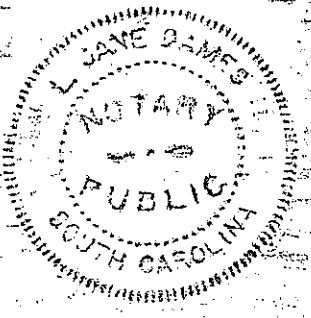
STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me L. JANE DAMES  
and made oath that (s)he saw the within named Al Berry, President of  
Woodside Plantation Property Owners Association, and Roger Anderson  
Secretary of Woodside Plantation Property Owners Association, sign, seal and as  
their act and deed, deliver the within written instrument and that (s)he, with the  
other witness subscribed above, witnessed the execution thereof.

Allen B Radcliffe  
Witness (Allen Radcliffe)

SWORN to before me this 15th day of July 2005.

L. Jane Dames  
Notary Public for South Carolina  
My Commission Expires: My Commission Expires January 28, 2013  
(Seal)



2005603223

AMENDED COVENANTS  
RECORDING FEES \$11.00  
PRESENTED & RECORDED:  
07-15-2005 02:40 PM  
JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
By: ELLEN COURSEY DEPUTY  
BK:RB 4005  
PG:1710-1714



STATE OF SOUTH CAROLINA	)	<b>THIRTY-NINTH AMENDMENT/</b>
	)	<b>SUPPLEMENTARY DECLARATION</b>
COUNTY OF AIKEN	)	<b>TO THE COVENANTS AND</b>
		<b>RESTRICTIONS OF WOODSIDE</b>
		<b>PLANTATION PROPERTY OWNERS'</b>
		<b>ASSOCIATION, INC. AND WOODSIDE</b>
		<b>DEVELOPMENT COMPANY OF</b>
		<b>AIKEN, INC.</b>

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the thirty-ninth such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, The Reserve at Woodside LLC, a South Carolina limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned The Reserve at Woodside LLC, by its authorized attorney-in-fact, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.
2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Thirty-Ninth



Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Section 8, Crescent Pointe in The Reserve at Woodside, Phase 3, and, as such, shall be a portion of Woodside Plantation known as "The Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five (95%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in, The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that

rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. This Thirty-Ninth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Thirty-Ninth Amendment/Supplementary Declaration is executed this 14th day of February, 2006.

Cassand Mitchell  
Witness  
Virginia L. Fullenbach  
Witness

The Reserve at Woodside LLC

By: Diana M. Peters  
Diana M. Peters, as Attorney-in-Fact  
(See Misc. Book 1228, at Page 191)

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

**PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside LLC, a South Carolina limited liability company, by Diana M. Peters, as its attorney-in-fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to, and subscribed before  
me this 14th day of February, 2006.

Virginia L. Fullenbach  
Notary Public

My Commission Expires: 2-29-12

Cassand Mitchell

## EXHIBIT "A"

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 19.66 acres subdivided into twenty-five (25) residential lots, numbered 8-1 through 8-25, inclusive, and also includes related roadways and common areas all shown and designated as Phase 3, Section 8, The Reserve at Woodside and further designated as "Crescent Pointe" upon record Plat thereof prepared by Southern Partners, Inc. dated January 10, 2006, revised February 13, 2006, and recorded in Book PL 50, at Page 947, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

Portion of Tax Parcel No. 00-136-01-004

2006004851

AMENDED COVENANTS  
RECORDING FEES

\$10.00

PRESENTED & RECORDED:

02-15-2006 11:09 AM

JUDITH WARNER  
REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC  
By: LYNN STEMBRIDGE DEPUTY

BK:RB 4046

PG:403-406

STATE OF SOUTH CAROLINA	)	<b>FORTIETH AMENDMENT/</b>
	)	<b>SUPPLEMENTARY DECLARATION</b>
COUNTY OF AIKEN	)	<b>TO THE COVENANTS AND</b>
		<b>RESTRICTIONS OF WOODSIDE</b>
		<b>PLANTATION PROPERTY OWNERS'</b>
		<b>ASSOCIATION, INC. AND WOODSIDE</b>
		<b>DEVELOPMENT COMPANY OF</b>
		<b>AIKEN, INC.</b>

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the fortieth such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, The Reserve at Woodside LLC, a South Carolina limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned The Reserve at Woodside LLC, by its authorized attorney-in-fact, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Fortieth

Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Section 12, The Oaks in The Reserve at Woodside, Phase 3, and, as such, shall be a portion of Woodside Plantation known as "The Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five (95%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in, The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that

rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. This Fortieth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Fortieth Amendment/Supplementary Declaration is executed this 14th day of February 2006.

Cessand Mitchell  
Witness  
Vernice M. Pullen  
Witness

The Reserve at Woodside LLC

By: Diana M. Peters  
Diana M. Peters, as Attorney-in-Fact  
(See Misc. Book 1228, at Page 191)

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

**PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside LLC, a South Carolina limited liability company, by Diana M. Peters, as its attorney-in-fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 14th day of February, 2006.

Vernice M. Pullen  
Notary Public  
My Commission Expires: 2-29-12

Cessand Mitchell

## EXHIBIT "A"

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 20.43 acres subdivided into forty-three (43) residential lots, numbered 12-1 through 12-43, inclusive, and also includes related roadways and common areas all shown and designated as Phase 3, Section 12, The Reserve at Woodside and further designated as "The Oaks" upon record Plat thereof prepared by Southern Partners, Inc. dated January 10, 2006, revised February 13, 2006, and recorded in Book PL 50, at Page 948, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

Portion of Tax Parcel No. 00-136-01-004

2006004852

AMENDED COVENANTS  
RECORDING FEES

\$10.00

PRESENTED & RECORDED:

02-15-2006 11:09 AM

JUDITH WARNER  
REGISTER OF MESSE CONVEYANCE  
AIKEN COUNTY, SC

By: LYNN STEMBRIDGE DEPUTY

BK:RB 4046

PG:407-410

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN            )  
  
  **FORTY-FIRST AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the forty-first such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, The Reserve at Woodside LLC, a South Carolina limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned The Reserve at Woodside LLC, by its authorized attorney-in-fact, does hereby state and provide as follows:

1.     The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.
2.     That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Forty-First



Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Section 11, Grand Haven in The Reserve at Woodside, Phase 3, and, as such, shall be a portion of Woodside Plantation known as "The Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five (95%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in, The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that

rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. This Forty-First Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Forty-First Amendment/Supplementary Declaration is executed this 3<sup>rd</sup> day of March, 2006.

Michele Gray  
Witness  
Mary L. Keith  
Witness

The Reserve at Woodside LLC

By: Diana M. Peters  
Diana M. Peters, as Attorney-in-Fact  
(See Misc. Book 1228, at Page 191)

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

**PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside LLC, a South Carolina limited liability company, by Diana M. Peters, as its attorney-in-fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 3<sup>rd</sup> day of March, 2006.

Mary L. Keith  
Notary Public  
My Commission Expires: 3-18-07

Michele Gray

**EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 11.07 acres subdivided into 35 residential lots, numbered 11-1 through 11-35 inclusive, and also includes related roadways and common areas all shown and designated as Phase 3, Section 11, The Reserve at Woodside and further designated as "Grand Haven" upon record Plat thereof prepared by Southern Partners, Inc. dated 2-23-06, and recorded in Plat Book PL51, at Page 23, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

Portion of Tax Parcel No. 00-136-01-004

**2006007093**

RESTRICTIVE COVENANTS  
RECORDING FEES

\$10.00

PRESENTED & RECORDED:

**03-03-2006 03:40 PM**

JUDITH WARNER  
REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC  
By: LYNN STEMBRIDGE DEPUTY

**BK:RB 4049**

**PG:1372-1375**

2006027182

AMENDED COVENANTS  
RECORDING FEES

\$32.00

PRESENTED & RECORDED:

08-22-2006 08:30 AM

JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC

By: JULIE STUTTS DEPUTY

BK:RB 4084

PG:1127-1152

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

FORTY-SECOND AMENDMENT /  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.

THIS FORTY-SECOND AMENDMENT / SUPPLEMENTARY DECLARATION TO  
THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC. (this "Amendment") is made this 16<sup>th</sup> day of August, 2006, by Woodside  
Development Limited Partnership, a South Carolina limited partnership ("Company").

RECITALS:

WHEREAS, Woodside Development Limited Partnership and Woodside Plantation  
Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain  
"DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION  
PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT  
COMPANY OF AIKEN, INC." (hereinafter referred to as the "Master Declaration") which  
document was recorded in the Office of the Register of Mesne Conveyances of Aiken County,  
South Carolina in Misc. Book 451, at Page 93, et seq.; and

WHEREAS, the Master Declaration has been amended from time to time and this  
Amendment becomes the forty-second such addition to the Master Declaration;

WHEREAS, as permitted by Part One, Article II, Section 2. of the Master Declaration,  
Company desires to bring additional properties within the plan and operation of the Master  
Declaration by filing this Amendment to the Master Declaration with respect to additional  
properties which shall then extend the operation and effect of the Master Declaration to such  
additional properties and, after filing of the same, said additional properties shall fall within the  
definition of "Property" as set forth in the Master Declaration;

WHEREAS, pursuant to Part One, Article II, Section 2(d) of said Master Declaration,  
Company desires to establish an additional neighborhood association for the property described  
herein in Exhibit "A" for the purposes set forth in the Master Declaration. This association has  
been established pursuant to South Carolina law, is known as Townhomes at Bellewood

Return to:  
R.E. Hanna, III, Esq.  
Hull, Towill, Norman, Barrett & Salley, P.C.  
Post Office Box 517  
Aiken, South Carolina 29802-0517

Neighborhood Association, and is governed by the By-laws as set forth in Exhibit "C" of this Amendment; and

WHEREAS, Company also desires to establish additional easements, covenants and restrictions for the property described in Exhibit "A" by filing the Declaration of Easements, Covenants and Restrictions for Townhomes at Bellewood at Woodside Plantation as Exhibit "B" hereto.

NOW, THEREFORE, Company, does hereby state, impose, and provide as follows:

1. The recitals set forth above are incorporated into and made an integral part of this Amendment as if restated herein.

2. Pursuant to the authorities set forth in Part One, Article II, Section 2 of the Master Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Amendment, be brought within the plan, effect, and operation of the Master Declaration, and the Master Declaration shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Master Declaration, and the same property shall be further subject to the additional Covenants set forth in Exhibit "B" and governed pursuant to the By-laws set forth in Exhibit "C."

3. This Amendment is a self-executing amendment and addition to the Master Declaration pursuant to the authority of Part One, Article II, Section 2 of the Master Declaration and shall become effective upon the recordation of same.

4. Except as modified, supplemented or changed herein, or as previously modified, supplemented or changed, the Master Declaration described above is reaffirmed and restated, shall remain in full force and effect, and shall govern the property described on Exhibit "A".

[EXECUTION ON FOLLOWING PAGE]

This Forty-Second Amendment/Supplementary Declaration is executed under seal this  
16<sup>th</sup> day of ~~June~~ August, 2006.

Michelle Gray  
Witness  
Josephine McKee  
Witness

WOODSIDE DEVELOPMENT LIMITED  
PARTNERSHIP, a South Carolina limited  
partnership (Seal)

By: WSC Corp., a South Carolina  
corporation, its general partner

By: Liana M. Peters  
Print Name: Diana M. Peters  
As its: Vice President

State of South Carolina )  
County of Aiken )

Acknowledgment

I, Virginia h. Culbreath, a notary public for SC, do hereby  
certify that Diana M. Peters personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and official seal this the August day of ~~June~~, 2006.

Virginia h. Culbreath  
Notary Public  
My Commission Expires:

(Notarial Seal)

Exhibit "A"

*Townhomes at Bellewood in Woodside Plantation*

All that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, containing 5.73 acres, more or less, and being shown on that Record Plat of "Woodside Plantation Phase II Section 23 Bellewood Subdivision" prepared for Woodside Development Limited Partnership by Southern Partners, Inc., dated February 25, 2005, last revised September 19, 2005, and recorded in the Aiken County RMC Office on October 13, 2005, in Plat Book 50, page 487. Reference is made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

Portion of Tax Parcel No. 123-09-08-004

Exhibit "B"

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

DECLARATION OF EASEMENTS,  
COVENANTS, AND RESTRICTIONS  
FOR TOWNHOMES AT  
BELLEWOOD AT WOODSIDE  
PLANTATION

THIS DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS FOR TOWNHOMES AT BELLEWOOD AT WOODSIDE PLANTATION (this "Declaration") is made this \_\_\_\_ day of June, 2006, by Woodside Development Limited Partnership, a South Carolina limited partnership ("Company").

RECITALS:

WHEREAS, Company is the owner of the Properties described in Article I of this Declaration and desires to create thereon a planned neighborhood, known as Townhomes at Bellewood, consisting of clusters of single-family dwelling Units, separated from each other by a Party Wall and covered by a Party Roof, with open spaces, Common Areas and Limited Common Areas for the benefit of said Townhomes at Bellewood neighborhood, in such number and in such configuration as determined by Company;

WHEREAS, Company desires to provide for the preservation of the values and amenities in said neighborhood and for the maintenance of open spaces, Common Areas and Limited Common Areas; and, to this end, desires to subject the Properties described in Article I to the covenants, restrictions, easements, affirmative obligations, charges and liens hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said Properties and each and every Record Owner of any and all parts thereof; and

WHEREAS, Company has deemed it desirable, for the efficient preservation of the values and amenities in said neighborhood, to create an agency to which shall be delegated and assigned the power and authority of maintaining, administering and enforcing this Declaration governing the same, and collecting and disbursing all assessments and charges necessary for such maintenance, administration, and enforcement, as hereinafter created.

NOW, THEREFORE, Company declares that the properties described in Article I are and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens hereinafter set forth:

ARTICLE I  
DEFINITIONS

"Assessment" means the share of the Common Expenses of a Record Owner, assessed against said Record Owner and his individual Lot, from time to time, by the Association, in the manner hereinafter provided.

"Association" shall mean and refer to the Townhomes at Bellewood Neighborhood



Association, a South Carolina non-profit corporation.

"Common Area(s)" shall mean all portions of the Properties except for Lots and Limited Common Areas. The Common Area is owned by Company but shall be deeded to the Association upon completion of development of the Properties.

"Common Expenses" means and includes (a) all expenses incident to the administration, maintenance, repair and replacement at the Common Areas and Limited Common Areas; (b) expenses determined by the Association to be common expenses and which are lawfully assessed against the individual Lot owner; (c) costs of electricity for sprinkler controls, costs for water service and other similar type services for the Common Areas and Limited Common Areas; (d) taxes and insurance on the Common Areas and Limited Common Areas; (e) ground maintenance cost for the Common Areas and Limited Common Areas, including cost of upkeep and expense for any and all future recreational facilities or common amenities (i.e., gazebos, picnic areas, etc.); (f) a management fee, if any, for the administration of the Association; and (g) any special assessments for capital improvements, as hereinafter described.

"Development Area" shall mean that portion of the Properties upon which Units are constructed, subject to individual ownership in fee simple, and the Limited Common Areas and Common Areas.

"Exterior of Units" shall mean and refer to that portion of a Unit as shall be exposed to the weather or elements, to include, but not be limited to, the following: siding, fascia, roofs, shingles, flashings, chimneys, exterior trim, mechanical systems (such as heating, air conditioning, electrical, gas, plumbing, to include all piping and ductwork associated therewith), exterior doors and windows (to include sill, frames, locksets, hardware and glass).

"Limited Common Area(s)" means the sidewalk and driveway between any Lot and the roadways of the Properties and those areas, if any, which are designated on the Plat as Limited Common Area and for which the respective Record Owner is granted the exclusive use to the exclusion of all others. If so provided on a Plat, certain Limited Common Areas may provide that more than one Record Owner be entitled to the use of such Limited Common Area. Upon completion of Development of the Properties, the Limited Common Areas shall be deeded to the Association, subject to this Declaration.

"Lot" shall mean and refer to any improved or unimproved parcel of land intended for the construction of a single-family dwelling as shown on the Plat, with the exception of Common Areas and Limited Common Areas. It constitutes the area capable of individual ownership by the Record Owner of each Lot, and it is the area in which no fee ownership rights are present in any other person except the Record Owner of said Lot, and it is an area capable of mortgaging or conveyance by said Record Owner in accordance with the terms hereof and in accordance with the laws of the State of South Carolina.

"Party Roof" is a single roof built partly over the dwelling Unit of one Record Owner and partly over the dwelling Unit of another Record Owner for the covering of a detached or attached building, each dwelling Unit being capable of separate ownership and each of which shall be given the general definition or meaning or responsibility or rights as established by the laws of the State of South Carolina.

"Party Wall" shall mean a wall built partly on the land of one Record Owner and partly

on the land of another Record Owner for the common benefit of both in supporting construction of contiguous buildings and shall be given the general meaning and legal rights, responsibilities, and definitions as established by the laws of the State of South Carolina. The fact that said Party Wall may be by error or design located solely on the land of one owner shall not be conclusive evidence that said wall is not intended to be a Party Wall as herein defined.

"Plat" shall refer to that Record Plat of "Woodside Plantation Phase II Section 23 Bellewood Subdivision" prepared for Woodside Development Limited Partnership by Southern Partners, Inc., dated February 25, 2005, last revised September 19, 2005, and recorded in the Aiken County RMC Office on October 13, 2005, in Plat Book 50, page 487. Said plat shows the boundaries of the neighborhood to be known as Townhomes at Bellewood and is plat being incorporated herein by reference. Because the exact location of any Lot cannot be determined prior to the actual construction of the Unit upon such Lot, plats showing the boundaries and dimensions of each Lot and the related Limited Common Area will be recorded subsequent to the recording of this Declaration. Accordingly, the term "Plat" shall also refer to any plat subsequently recorded by Company for the purpose of showing the boundaries of Lots, Common Areas and Limited Common Areas within the Properties. Each such Plat shall be incorporated into this Declaration without the necessity of further recorded documentation other than the plat itself.

"Properties" shall mean and refer to that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, containing 5.73 acres, more or less, and being shown on the Plat, and initially described on Exhibit "A" to the Forty-Second Amendment to the Master Declaration recorded simultaneously with this Declaration. Company reserves the right to add additional land to the Properties in accordance with the terms of the Master Declaration and this Declaration.

"Record Owner" means the owner, whether one or more persons, whether artificial or natural, of the fee simple title in and to any Lot within the Development Area, excluding however, those persons having such interest merely as security for the performance of an obligation.

"Unit" shall mean and refer to any home and all porches, decks, patios, railings and stairs attached to such home and situated on a Lot intended for use and occupancy by a single family.

## ARTICLE II PURPOSE IN GENERAL

2.1 Company intends to convey Lots (and the Units constructed thereon) to individual Record Owners. Each Record Owner shall acquire fee simple absolute title to the respective Lot designated in its deed of conveyance, as more clearly shown on the Plat described in such Record Owner's deed. The Common Areas and Limited Common Areas shall be deeded to the Association by Company upon completion of development of the Properties on portions thereof. Notwithstanding the foregoing, Company reserves the right to convey undeveloped Lots.

2.2 The number of Lots and Units within the Properties and their location and configuration shall be determined by Company.

2.3 It shall be the responsibility of each Record Owner to maintain and keep in good repair his Lot and Unit, including the Exterior of the Unit. In the event the Record Owner does

not maintain and keep in good repair and condition his Lot and Unit, the Association shall have the right to order any unsightly, dangerous or unkempt condition to be corrected within ten (10) days from the date of written notice to the Record Owner thereof responsible for said condition. Should the required action not be taken by said Record Owner within the ten (10) day period described above, the Association may, at said Record Owner's sufferance, enter upon any individual Lot and/or Unit and correct the unsightly, unkempt, poorly maintained or unrepaired condition, and shall then have the right to charge the offending Record Owner for the actual cost of correcting said condition. The Association shall have the additional right to add to the amount so expended, interest at the rate of interest charged on delinquent assessments from the date of demand for payment until time of payment, including the right to recover all costs of collection, including reasonable attorneys' fees and court costs, and such amounts shall be a lien upon the offending Record Owner's Lot and collectible in accordance with the provisions of this Declaration. The lien for such monies expended and the interest accruing thereon shall be subordinate to any prior attaching mortgage lien.

2.4 Company shall be responsible for the initial construction and installation of the improvements upon the Common Areas and Limited Common Areas. Company shall further be responsible for the initial landscaping and installation of irrigation, retaining walls and other improvements upon the Common Areas as may be deemed appropriate by Company.

2.5 The Association shall be responsible for the upkeep, care, repair and maintenance of the Common Areas and Limited Common Areas, prior to and after it accepts title thereto.

### ARTICLE III TOWNHOMES AT BELLEWOOD NEIGHBORHOOD ASSOCIATION

3.1 The Association shall consist of all Record Owners and shall be incorporated as a South Carolina not-for-profit corporation unless otherwise directed by a vote of Seventy-Five percent (75%) of the Record Owners. Each Record Owner shall be a member of said Association, shall have an equal interest therein, and shall be entitled to one (1) vote per Lot owned by such Record Owner at said organization meeting and at all other meetings. Upon the conveyance of a Lot, the grantor's membership shall cease as of the time of said conveyance, and the grantee thereof shall then become a member of the Association by virtue of his ownership of such Lot.

3.2 So long as Company shall own any Lot or Unit, it shall be entitled to voting membership in the Association as follows: Company shall be entitled to the same number of votes as held by all of the other Record Owners plus one (1). This provision, without further reference herein, shall be self-operative and its applicability shall be determined by reference to the applicable property records of Aiken County, South Carolina.

3.3 The governing of the Association shall be in accordance with the By-laws of the Association attached hereto as Exhibit "C".

3.4 The purpose of the Association is to take all necessary action regarding the ownership governing, maintenance and repair of the Common Areas and Limited Common Areas and to use its best reasonable efforts to assure that no unsightly, dangerous, bad repair or other unkempt conditions exist. Further, the Association shall have the power to order the Record Owners to keep in good repair and maintenance their Lots and Units, and, in the event of their failure to do so, to take such action as authorized herein.

3.5 The Association shall be given, and it hereby reserves, the unfettered right and easement to come upon any individual Lot, Unit, Common Areas and Limited Common Areas for the correction of any unsightly, unkempt, unrepaired or dangerous condition and such entry shall not be deemed a trespass. The Association will provide written notice by hand-delivery or certified mail, return receipt requested, as practicable, providing ten (10) days' notice to a Record Owner, commencing upon the receipt of the notice by such Record Owner, of the Association's intention to come upon any Lot or Unit and/or the Limited Common Areas appurtenant thereto for the purposes set forth herein.

3.6 The Association shall have the right to contract for all types of insurance for the Common Areas and Limited Common Areas, as may be deemed appropriate and to serve as trustee under any insurance trust established for the purpose of holding and disbursing insurance proceeds as the Association may direct.

#### ARTICLE IV DETERMINATION OF COMMON EXPENSES AND ASSESSMENTS

4.1 The Association shall, from time to time, and at least annually, prepare a budget for said Association, and determine the amount of the assessments payable by the Record Owners to meet the current expenses of said Association.

4.2 The Association shall advise all Record Owners annually, in writing, of the amount of Common Expenses payable by each of them, respectively, as determined by the budget of the Association, as aforesaid, and shall furnish copies of such budget to all Record Owners. The Common Expenses so assessed against the Record Owner shall be a lien on said Record Owner's individual Lot but subordinate to any prior attaching mortgage lien. Upon approval of the budget it will be divided by the number of Units and unimproved Lots, if any, to determine the assessment payable by each Record Owner to the Association.

4.3 All Record Owners shall be obligated to pay the Common Expenses assessed by the Association monthly or at such other time or times as said Association may determine, and said expenses shall constitute a lien on the Lots. Said Association may authorize Common Expenses to be collected by a managing agent and designate such other duties to the managing agent as deemed desirable.

4.4 The Association shall, as part of the annual budget, establish and maintain reserve accounts for the purpose of funding major maintenance, repair or replacement of the capital improvements located on or within the Common Areas and Limited Common Areas.

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

4.6 No Record Owner may exempt himself from liability for his contribution for the

Common Expenses by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot.

4.7 No Record Owner shall be liable for the payment of any part of the Common Expenses assessed subsequent to a sale, transfer or other conveyance of such Record Owner's Lot.

4.8 A purchaser or grantee of a Lot shall be jointly and severally liable with the seller thereof for the payment of Common Expenses assessed against said Lot prior to the acquisition or conveyance of said Lot, without prejudice to the purchaser's or grantee's right to recover from the seller the amounts paid by the purchaser or grantee thereof. The purchaser's or seller's liability for Common Expenses assessed prior to the acquisition or conveyance of such Lot shall not be in excess of the amount set forth in a statement provided under Subsection 4.9 herein. A mortgagee of a Lot at a foreclosure sale of such Lot or acquiring said Lot by deed in lieu of foreclosure shall not be liable for, and such Lot shall not be subject to, a lien for the payment of Common Expenses or special assessments assessed prior to the date of the foreclosure sale or the date of the conveyance of the Lot to the mortgagee in lieu of foreclosure. Such unpaid Common Expenses shall then be deemed to be Common Expenses collectible as the Association considers appropriate.

4.9 The Association shall promptly provide any Record Owner or grantee or prospective grantee or purchaser (or any attorney or agent thereof), so requesting the same, a written statement of all unpaid Common Expenses or other assessments due from such Record Owner. The Association shall be entitled to charge a reasonable fee for providing the statement.

4.10 The Association shall assess Common Expenses (to include special assessments under Subsection 4.5) against the Record Owners on an annual basis and said assessments shall be due and payable 30 days after the adoption of the annual budget by the Record Owners and shall be delinquent thereafter. The Board of Directors of the Association may permit the payment of Common Expenses (to include special assessments under Subsection 4.5) on an installment basis. The minimum period of payment shall not be more frequent than monthly. In the event of the adoption of any installment payment plan, if any installment shall be more than ten (10) days delinquent, the entire remaining balance due on the assessment shall become immediately due and payable without further notice and at that time shall be deemed to be in default, and said remaining balance due shall, from that date, accrue interest at the rate set forth in Subsection 4.11. The Board of Directors of the Association shall take prompt action to collect any Common Expenses due from any Record Owner who is delinquent. Any Record Owner who fails to pay such assessment within said thirty (30) day period or ten (10) day period, whichever is applicable, shall be considered delinquent and in default. Any Record Owner who is delinquent and in default, until such default and delinquency is cured, shall not be entitled to vote at meetings of the Association.

4.11 In the event of delinquency and default by any Record Owner in paying the Association the Common Expenses assessed against such Record Owner, the Record Owner shall be obligated to pay interest at a rate of twelve percent (12.0%) per annum or such other rate established by the Board of Directors of the Association from the date of delinquency and default until time of payment, and shall also be liable for any costs of collection, including reasonable attorneys' fees and court costs incurred by the Association in any proceeding brought to collect such unpaid Common Expenses. The Association shall have the right and duty to attempt to recover any unpaid Common Expenses and all expenses of collection.

4.12 The Association shall have the right to foreclose its lien for unpaid Common Expenses in accordance with the laws of the State of South Carolina pertaining to foreclosure of mortgages on real estate.

4.13 The lien for the assessments provided for herein shall be subordinate to the lien of any bona-fide mortgage or mortgages now or hereinafter placed upon any Lot subject to assessment; provided, however, that such lien shall only apply to the assessments which have become due and payable prior to the sale of the property pursuant to an Order or Decree of Foreclosure. Such sale shall not act to relieve such property from any assessment accruing after the sales date or for any installment of a previously assessed assessment due after the sales date.

4.14 In any action brought by the Association to foreclose its lien on a Lot, the Record Owner shall be required to pay reasonable rent, as determined by the Association, for the use of such Record Owner's Lot from the date of such Record Owner's default in payment of Common Expenses, and the Plaintiff (Association) in such foreclosure action shall be entitled to the appointment of a receiver, without surety or bond, to collect said rent. The Association shall have the right to purchase such Lot at said foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same, subject, however, to applicable restrictions of record.

4.15 A suit to recover a money judgment for unpaid Common Expenses shall be maintainable by the Association against a Record Owner without first foreclosing or waiving its lien for unpaid Common Expenses.

4.16 Company shall pay Common Expenses on Lots or Units it owns. For so long as Company is the Record Owner of any Lot, Company shall have the right to establish the annual budget of the Association and shall apportion such Common Expenses based upon the actual number of Units constructed. All Lots and Units not owned by Company shall pay their respective pro-rata shares as apportioned. Company may, at its sole discretion, fund any remaining balance due to meet budgeted expenditures. Said funding shall include the right of Company to provide in-kind services in lieu of cash expenditures and Company shall establish the value of such in-kind services provided.

#### ARTICLE V COMMON AREAS AND LIMITED COMMON AREAS

5.1 The Common Areas and Limited Common Areas shall be conveyed to the Association by Company upon completion of the development of the Properties. Company, for so long as it shall own any Lot, Unit, parcel of Common Area or Limited Common Area or interest in the Development Property, shall have the right to designate portions of the Properties as Common Area or Limited Common Area. The only areas that will be considered Limited Common Areas are the property so described on the Plat, or defined as such in Article I hereof.

#### ARTICLE VI EASEMENTS FOR COMPLETION OF THE COMMON AREAS AND LIMITED COMMON AREAS

6.1 Company hereby reserves the right of unlimited use of and ingress and egress to

and from all Common Areas and Limited Common Areas for the purpose of development of the Areas and for development of any other property hereinafter submitted to this Declaration.

## ARTICLE VII PROHIBITION AGAINST ALTERATIONS OF UNITS

7.1 No Record Owner shall make or permit to be made any alteration, including changing the model, style or color of doors, windows or any hardware associated therewith, to the Exterior of a Unit without first obtaining written permission of the Association.

7.2 No Record Owner shall change the exterior color or appearance of his Unit without first obtaining written consent of the Association.

7.3 No Record Owner shall plant any shrubbery, flowers, vegetables, grass or trees on his Lot or on any Common Areas or Limited Common Areas, nor alter any Lot or any Common Areas or Limited Common Areas by adding any objects, including, but not limited to, fences, statues, walkways or decks, without first obtaining written consent of the Association. Record Owners shall have the right to place potted plants upon the Limited Common Areas appurtenant to their respective Units and upon that portion of the Common Areas within an area of reasonable proximity to their respective Units; subject, nevertheless, to the Association's right to require removal of such items, if deemed offensive or unsightly, and/or the Association's right to require relocation of same if the original placement location is deemed inappropriate (e.g., too far from the Unit).

7.4 The Association may delegate to a committee of the Board of Directors, which shall be composed of three people, at least one of whom shall be a member of the Board of Directors, authority to review and approve all proposed alterations contemplated under this Article VII, which require the consent of the Association.

## ARTICLE VIII EASEMENTS

8.1 Subject to the provisions of this Declaration and the rules and regulations of the Association, every Record Owner shall have the right and non-exclusive easement of enjoyment in and to the Common Areas. Every Record Owner shall have an exclusive easement of enjoyment in and to the Limited Common Area associated with such Record Owner's Lot, and such easement shall be appurtenant to and shall pass with title to such Lot even though such interest is not expressly mentioned or described in the conveyance or other instrument.

8.2 Each Record Owner, his heirs, executors, administrators, assigns, agents, servants, invitees and members of his family, is hereby granted (i) a non-exclusive easement for the use and maintenance of utilities and for ingress and egress over the Common Areas, and (ii) an exclusive easement for ingress and egress in and to the Limited Common Areas appurtenant to such Record Owner's Lot.

8.3 The Record Owners, their heirs, executors, administrators, assigns, agents, servants, invitees, and members of their families, are hereby granted a general non-exclusive easement to park vehicles on the parking areas provided within the Common Areas. Said easement right shall, nevertheless, be limited to any and all restrictions placed thereon by the Association. The use of the Common Areas and Limited Common Areas shall be subject to the

rules and regulations of the Association and the covenants contained herein.

8.4 Notwithstanding any provision contained in these Covenants, it is expressly agreed that the above easements are perpetual and shall not be terminated in the event of termination of said covenants.

#### ARTICLE IX MISCELLANEOUS

9.1 Each Record Owner shall take care that all garbage and refuse be sealed in plastic garbage bags or similar containers before removal from the Unit and deposited in such location on the Lot or Limited Common Area appurtenant to such Record Owner's Lot as to be unoffensive to others.

9.2 No obnoxious or offensive activities shall be carried on in the Lots or Units, nor shall anything be done thereon or therein tending to create embarrassment, discomfort, annoyance, or a nuisance to the other Record Owners. There shall not be maintained in or on any Lot any poultry, animals or device or thing of any sort whose normal activities or existence is in any way obnoxious, dangerous, unsightly, unpleasant or of a nature that may diminish the enjoyment of the Common Areas, Limited Common Areas and Lots and Units.

9.3 Short term rental of any Lot and Unit is expressly permitted. This provision of the Covenants may not be amended, nor may the right to rent or lease Lots and Units be limited without the express written consent of all Record Owners. Nothing contained herein shall be construed to prohibit the imposition of rules and regulations by the Association relating to the Common Areas and Limited Common Areas; provided, that such rules and regulations shall not discriminate against Record Owners engaging in short term rental or their tenants. Tenants shall be governed at all times, and in pertinent part, by the provisions of this Declaration.

#### ARTICLE X ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS AND AMENDMENTS

10.1 The covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming by or under them, to include, but not be limited to, the successors and assigns, if any, of Company or the Association for a period of twenty-five (25) years from the execution date of this document. All such covenants, restrictions and affirmative obligations shall be automatically extended for an unlimited number of successive periods often (10) years, unless an instrument signed by a majority of the then Record Owners terminates said covenants. All easements created in this Declaration shall run with the land and be perpetual.

10.2 In the event of any violation or breach of any of the covenants, restrictions or affirmative obligations contained herein by any person or other legal entity, the Record Owners, or any of them, jointly or separately, shall have the right to proceed at law or equity to seek damages or compel compliance with the terms hereof and to prevent further violations or breaches. In addition to the foregoing, the Association shall have the same rights to proceed at law or at equity.

10.3 The invalidation by any court of any provision or portion of this Declaration shall



in no way effect any of the other provisions or portions, and the remaining portions hereof shall remain in full force and effect.

10.4 Any of the foregoing terms of this Declaration may be amended, except where this Declaration may otherwise provide, by a vote of three-fourths (3/4) of the total membership of the Association; provided, however, that Company, its successors and assigns, retains the right, for so long as it is the Record Owner of any Lot, to amend these Covenants by the filing in the Office of the R.M.C. for Aiken County a Declaration of Amendment and by mailing copies thereof to each Record Owner at the address of the Lot, or, if a Record Owner is known not to reside on the Lot, to any appropriate mailing address of a Record Owner known to Company. Company shall affix an Affidavit of Mailing to the Declaration of Amendment, wherein it is certified that copies of the Declaration of Amendment have been mailed in accordance with the foregoing provisions. Company specifically reserves the right to add additional land to the purview of, and the definition of Properties in, this Declaration.

10.5 Company, its successors and assigns, reserves the right to assign its rights as the Declarant hereunder as it, in its sole and exclusive judgment, shall deem appropriate. An assignment may be in whole or in part and may be either exclusive or non-exclusive.

10.6 Company does hereby declare that the provisions contained herein are rights, easements, restrictions, conditions, and affirmative obligations, all constituting covenants running with the land, conveyed by Company by deed or other written instrument, whether or not specific reference is made to said covenants in the instrument of conveyance.

[EXECUTIONS ON FOLLOWING PAGE]

This Declaration is executed under seal this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Witness

WOODSIDE DEVELOPMENT LIMITED  
PARTNERSHIP, a South Carolina limited  
partnership (Seal)

\_\_\_\_\_  
Witness

By: WSC Corp., a South Carolina  
corporation, its general partner

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As its: \_\_\_\_\_

State of South Carolina )

County of Aiken )

Acknowledgment

I, \_\_\_\_\_, a notary public for \_\_\_\_\_, do hereby  
certify that \_\_\_\_\_ personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument.

Witness my hand and official seal this the \_\_\_\_ day of June, 2006.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Notarial Seal)

Exhibit "C"

BY-LAWS OF TOWNHOMES AT BELLEWOOD  
NEIGHBORHOOD ASSOCIATION

ARTICLE I  
NAME AND DEFINED TERMS

1.1. Name. The name of the corporation shall be Townhomes at Bellewood Neighborhood Association, a mutual benefit corporation, organized under the South Carolina Nonprofit Corporation Act of 1994 (the "Act") (the "Association").

1.2 Capitalized Terms. All capitalized terms used in these By-laws and not defined in these By-laws shall have the meaning ascribed to such terms in the Declaration (as hereafter defined).

ARTICLE II  
PURPOSE AND POWERS

2.1 Purpose. The purpose of the Association shall be to take all necessary action regarding:

(a) the governing, ownership, use and maintenance of the Common Areas, Limited Common Areas and amenities of the property known as Townhomes at Bellewood, Woodside Plantation, City of Aiken, Aiken County, South Carolina, as shown and described on that "Plat" as set forth and defined in Article I of the Declaration of Easements, Covenants and Restrictions for Townhomes at Bellewood at Woodside Plantation (the "Declaration"), recorded in the Aiken County RMC simultaneously herewith,

(b) the governing, ownership use and maintenance of such other areas within the Properties as the Board may agree to be obligated to govern, use and maintain; provided, that such agreement shall be in writing and shall be approved by a vote of not less than seventy-five percent (75%) of the Members at any regular or special meeting of the Association; provided, however, Woodside Development Limited Partnership (the "Company") has, under the Declaration (as hereinafter defined), retained the right to submit additional properties to the Declaration without further consent, and

(c) enforcement of the various covenants and restrictions of record encumbering the Properties.

2.2 Powers. The purpose set forth hereinabove, together with the provisions of the Declaration and Articles of Incorporation of the Association, shall grant the Association all powers necessary to carry out the stated purposes, to include, by way of example and not by way of limitation, the power to own, acquire, build, operate and maintain the Common Areas and Limited Common Areas and any and all structures that are or may be in the future located thereon; the power to fix and collect all annual and special assessments levied against the Lots, together with all late charges, penalties, interest, attorneys' fees, court costs, and any other costs of collection; the power to enforce by action at law or in equity all declarations and restrictions encumbering the Common Areas, Limited Common Areas, Units and Lots and all rules and

regulations adopted by the Board of Directors; and the power to pay taxes and insurance, if any, on all properties, real and personal, of the Association. The Association, upon an affirmative vote of eighty percent (80%) of the Record Owners at a duly called meeting, shall have the power to mortgage the Common Areas. The Association, by and through the Board of Directors, shall further have the power to pledge the power of assessment contained in the Declaration as set forth in these By-laws for the purpose of securing indebtedness of the Association; provided, however, upon the pledge of such power, the Board of Directors is limited to the extent that the pledge of such power of assessment is limited so as to provide that in no event shall the pledgee be allowed to accelerate such indebtedness wherein such acceleration will result in any increase in any assessment beyond the amount originally provided under the terms of the note evidencing such indebtedness for the retirement of the indebtedness.

### ARTICLE III DECLARATION AND RESTRICTIONS

3.1 All of the terms and provisions of the Declaration are specifically incorporated herein by reference thereto.

### ARTICLE IV PERSONAL APPLICATION

4.1. All present or future Record Owners, tenants, or their employees or any other person that might use the facilities owned by the Association in any manner, are subject to these By-laws and any rules and regulations promulgated pursuant to these Bylaws and the Declaration. The mere acquisition or rental of any Lot (as defined in the Declaration), or the mere act of occupancy of any Lot will signify that these By-laws and the provisions of the Declaration, as they may be lawfully amended from time to time, are accepted and ratified and will be complied with.

### ARTICLE V OFFICES

5.1 Principal Office. The initial principal office of the Association shall be located at the offices of Woodside Development Limited Partnership, 1419 Silver Bluff Road, Aiken, SC 29803. The Association may have such other offices, either within or without the State of South Carolina as the Board of Directors may determine or the affairs of the Association may require from time to time.

5.2 Registered Office. The Association shall have and maintain in the State of South Carolina a registered office and an agent whose office is identical to the principal office. The registered office may be, but need not be, identical with the principal office in the State of South Carolina. The registered office and registered agent may be changed from time to time by the Board of Directors; provided, that, at all times the Board of Directors shall comply with the requirements of the Act.

### ARTICLE VI MEMBERSHIP AND VOTING

6.1 Membership. Membership in the Association shall be restricted to Record Owners and Company and as further set out in Article III of the Declaration.

6.2 Membership Rights Subject to Annual Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Record Owner and which shall become a lien upon the Lot against which such assessments are made, as provided in Article IV of the Declaration. In the event that a Record Owner may consist of more than one individual or entity, the liability of the individuals or entities comprising the Record Owner shall be joint and several. Each of the individuals or entities comprising the Record Owner shall be entitled to contribution from all other individuals or entities comprising the Record Owner.

6.3 Suspension of Membership Rights. The membership rights of any Record Owner, or any individuals or entities comprising the Record Owner, whether or not they are personally obligated to pay such assessments, may be suspended, upon written instruction of the President, during the period when the assessments, or any portion thereof, to include late charges, interest, attorney's fees, court costs, or other costs of collection, remain unpaid. Upon payment of such assessments, in their entirety, their rights and privileges shall be restored. Proof of repayment shall be in the form of a receipt from the Treasurer or the designated Management Agent, if such agent has been designated. If the Board of Directors has adopted rules and regulations governing the use of Common Areas and Limited Common Areas and the conduct of any individual on the Common Areas or Limited Common Areas is violative of such rules, the President, by written instruction, a copy of which shall be delivered to such individual, may, in his discretion, suspend the rights of any such person to utilize the Common Areas for a period not to exceed thirty (30) days. The President may issue successive suspensions if, after the expiration of any period of suspension, the person who violated such rule or regulation is engaged in a continuing violation or during the period of suspension continues such acts as constitute a violation of the rule or regulation. In no event shall the Association have the right, power or authority to suspend the membership rights of Company.

6.4 Voting. All voting shall be in accordance with the provisions of the Declaration. Each Record Owner: (i) shall be a member of the Association; (ii) shall have an equal interest therein; and (iii) shall be entitled to one (1) vote at all meetings of the Association. Actions of the Association shall be determined by majority vote of the Record Owners present in person or by proxy. Company shall have voting rights in accordance with the provisions of the Declaration.

6.5 Majority of Record Owners. As used in these By-laws the term "Majority of Record Owners" shall mean those record owners casting fifty-one percent (51%) or more of the votes at any duly called meeting.

6.6 Quorum. Except as otherwise provided in these By-laws, the presence in person or by proxy of a majority of Record Owners shall constitute a quorum. If any annual meeting of the Association cannot be called to order because of the failure of a quorum to be present, such meeting shall be adjourned for a period of not less than two (2) hours and, upon being reconvened, the required percentage interest to constitute a quorum shall be reduced to twenty-five percent (25%) of the total number of Record Owners, to include the special voting rights of Company. If the meeting still cannot be called to order because of failure of sufficient Record Owners to be present in person or by proxy, then in that instance the meeting may be adjourned for a period of not less than forty-eight (48) hours and thereafter reconvened. Should a quorum still not be present, in person or by proxy, those present shall constitute a quorum and business may then be conducted by a majority of those present, whether or not a majority of the Record Owners are present. After adjournment of any meeting pursuant to the provisions of this subsection, no further notice of any reconvened meeting shall be required to be given to any Record Owner. These provisions regarding declining quorum requirements shall not apply to any special

meeting, unless specifically referenced in the notice from the President or in the petition or resolution calling for such special meeting.

6.7 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

## ARTICLE VII MEETINGS OF THE ASSOCIATION

7.1 Annual Meetings. The Annual Meeting of the Association shall be held at the call of the President of the Association not less than once every year. It shall be held at a reasonably convenient time at a location in the City of Aiken, Aiken County, South Carolina. It shall be the duty of the President to designate the date, time and place of the Annual Meeting no later than April 1 of each year and deliver notice of such designation to the Secretary no later than May 1 of each year. At such meetings there shall be elected by ballot of the Record Owners a Board of Directors to govern and administer the affairs of the Association. The Record Owners may also transact such other business of the Association as may properly come before them.

7.2 Special Meetings. It shall be the duty of the Secretary to call a special meeting of the Record Owners, upon written request of the President, as directed by resolution of the Board of Directors, or upon a petition signed by a majority of Record Owners and having been presented to the Secretary. The petition shall state on its face the subject matters to be addressed at such special meeting. A petition requesting a special meeting may be delivered to the Secretary by mailing the same to the Secretary, certified mail return receipt requested, and delivery shall be deemed to occur on the date that the Secretary shall sign the return receipt, or by delivery of same to the person of the Secretary. The Secretary shall be required to schedule any special meeting requested by petition not more than ninety (90) days from the date of receipt of such petition. The notice of the special meeting shall state the time and place of the special meeting and the purpose thereof. No business may be transacted at any special meeting other than that stated in the notice unless by consent of not less than eighty percent (80%) of the votes present at such special meeting, either in person or by proxy.

7.3 Notice of Meetings. It shall be the duty of the Secretary to mail notice of each Annual Meeting and special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Record Owner, at least thirty (30) days, but not more than ninety (90) days, before such meeting. The deposit of the notice in the U.S. mail, first class postage prepaid, to the address of the Record Owner as shown on the books of the Association shall be considered delivery of such notice.

7.4 Order of Business. Unless stated differently in the Notice of Meeting given to Record Owners, the order of business at all Annual Meetings shall be:

- Roll Call
- Proof of Notice of Meeting or Waiver of Notice
- Approval of minutes from prior Annual Meeting
- Reports of Officers
- Reports of Committees
- Vote on Budget
- Election of Directors
- Old Business
- New Business

## Adjournment

The order of business at special meetings shall be determined by the presiding officer and shall include those items specified in the Notice of Meeting.

## ARTICLE VIII BOARD OF DIRECTORS

8.1 Number and Qualification. The affairs of the Association shall be governed by the Board of Directors. The Board of Directors shall have three (3) members. The initial Board of Directors shall consist of those individuals elected as Directors at the first meeting of the Association. For so long as Company is a Record Owner of any Lot, it shall be entitled to appoint a majority of the Directors, which appointees shall serve at the pleasure of Company. The appointees of Company shall not be required to be Record Owners. At the first Annual Meeting, the Record Owners shall elect a Director to serve a two (2) year term. At such time as Company shall not be a Record Owner, the Association shall at the first Annual Meeting held after Company is no longer a Record Owner, elect three (3) directors for such terms as set forth hereinafter. Each director shall be either a Record Owner, in whole or in part, or the lawfully married spouse of a Record Owner or, if the Record Owner is a corporation, partnership or trust, such individual as may be named in writing by the corporation, partnership or trust, as its representative; provided, that no more than one (1) director may be elected from any one (1) Lot. If any director shall cease to be a Record Owner, or, if a director, their spouse shall cease to be a Record Owner, or, during the term of office of a designated representative of a corporation, partnership or trust, such entity shall cease to be a Record Owner, such director shall be deemed to have resigned his office as director, effective upon the recordation of the deed conveying title to the Lot in question. All directors shall be natural persons.

8.2 Vacancies in Board of Directors. Vacancies in the Board of Directors, other than the removal of a member of the Board by vote of the Association, shall be filled by majority vote of the remaining directors, even if less than a quorum, and the director so elected shall hold office until his successor is elected by the Record Owners, who may make such election at the next Annual Meeting, or at any special meeting called for that purpose; provided, that if the vacancy is for a director who had previously been appointed by Company, Company shall have the sole and exclusive right to appoint his replacement.

8.3 Term of Office. At the first Annual Meeting of the Association after Company shall no longer be a Record Owner, one (1) member of the Board of Directors shall be elected to serve a term of three (3) years; one (1) member of the Board of Directors shall be elected to serve a term of two (2) years; and the remaining member of the Board of Directors shall be elected to serve a term of one (1) year. Thereafter, at each Annual Meeting, the Record Owners shall vote to elect a director to replace the director whose term has expired, and the director so elected shall serve for a term of three (3) years. No person shall serve for more than two (2) consecutive terms (either part or whole terms) as a member of the Board of Directors. All members of the Board of Directors shall serve until their successors have been elected.

8.4 Removal of Members of the Board of Directors. At any regular or special meeting of the Association duly called, any one or more members of the Board of Directors may be removed with or without cause by a majority of the Record Owners, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed to the Association shall be given an opportunity to be heard at such meeting prior to any vote on removal. Notwithstanding the preceding, the directors

appointed by Company shall serve at the pleasure of Company and may only be removed from office by Company.

8.5 Powers of the Board of Directors. The Board of Directors shall have the power:

- (a) necessary for the administration of the affairs of the Association and may do all such acts and things that are not by law or these By-laws directed to be executed and done by the Association or individual members;
- (b) to call special meetings of the Record Owners whenever it deems necessary and it shall call special meetings at any time upon request, as specified herein;
- (c) to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing herein shall be construed to prohibit the employment of any Record Owner, officer or member of the Board of Directors in any capacity whatsoever;
- (d) to establish, levy, assess and collect (to include foreclosure of liens) the assessments, special assessments, and charges referred to herein;
- (e) to promulgate, adopt, and publish rules and regulations and establish fines and other punishments for violations relating to the use of Common Areas, Limited Common Areas and facilities therein and regarding the personal conduct of persons on or utilizing the Common Areas and Limited Common Areas;
- (f) to exercise for the Association all powers, duties and authorities vested in or delegated to the Association, except those reserved to the Record Owners in the Articles of Incorporation or in these By-laws or in the Declaration;
- (g) in the event that any member of the Board of Directors, other than an appointee of Company, shall be absent from three (3) consecutive regular meetings of the Board of Directors without excuse, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of that director vacant and proceed to elect his or her replacement;
- (h) to employ a management agent at compensation established by the Board of Directors to perform such duties and services as the Board of Directors may provide; and
- (i) such other and further duties as may be imposed in the Articles of Incorporation and these By-laws.

8.6 Duties of the Board of Directors. The Board of Directors shall have the duties, in addition to those duties imposed by these By-laws or by resolutions of the Association, as follows:

- (a) compliance with all the terms and conditions of the Declaration and the enforcement of same;
- (b) care, upkeep, maintenance, repair, and surveillance of the Common Areas and Limited Common Areas and discharging such other obligations as may be established by the



Declaration;

(c) collection of assessments, both regular and special, and any and all other levies fixed by the Board of Directors from Record Owners, to include liening and foreclosure of such liens;

(d) employment, dismissal and control of the personnel necessary to carry out the duties of the Board of Directors, to include a management agent or company;

(e) to cause to be kept a full record of all its acts and corporate affairs;

(f) to supervise all officers, agents and employees of the Association and to see that their duties are properly performed, to include the mailing of the minutes of meetings of the Board of Directors to all Record Owners;

(g) to cause to be established and kept an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas, Limited Common Areas and such other properties as the Association shall be contractually bound to keep and maintain. Said fund is to be established and maintained out of the regular assessments for Common Expenses; provided, that during the period in which the fund is being established, special assessments may be made, if required; and

(h) such other and further powers as may be imposed in the Articles of Incorporation and these By-laws.

8.7 Liability of Directors. The members of the Board of Directors shall not be liable to the Record Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board of Directors and officers of the Association to the maximum extent allowed by law. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible and shall not be deemed self dealing for the Association to contract with Company or with corporations or other entities owned, controlled or affiliated with Company. Every agreement made by the Board of Directors or by any managing agent or by any management firm, as the case may be, is made in the capacity only as an agent for the Association and such director, agent or firm shall have no personal liability thereunder.

8.8 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and in such places as may be determined from time to time by a majority of the Board of Directors, but not less than two (2) meetings shall be held each year. One such meeting shall be held immediately after the Annual Meeting of the Record Owners of the Association. Notice of the meetings shall be given by the Secretary or such other designated person to each member of the Board of Directors, either personally or by mail, telephone or other electronic medium, as may be deemed reasonable, at least ten (10) days prior to the designated meeting day.

8.9 Special Meetings. Special meetings of the Board of Directors may be called by the President or the Chairperson of the Board of Directors, upon three (3) days' notice, either personally, by mail, telephone or other electronic medium as may be deemed reasonable, which shall state the time, place and purpose of such meeting. Any Board member may request that he be allowed to attend and participate by telephone conference. Special meetings of the Board of Directors shall be called, if requested in writing by at least two (2) members of the Board of

Directors, with such notice specifying the business to be conducted. The President shall determine the time and place of such meeting.

## ARTICLE IX OFFICERS

9.1 Association Officers. The officers of the Association shall be the President, Vice-President, Secretary and Treasurer and such other officers as may be elected by the Board of Directors. All officers shall be members of the Board of Directors. The Board of Directors shall elect all officers at the meeting of the Board of Directors immediately following the Annual Meeting of the Record Owners. All officers shall be elected by majority vote of the directors and shall hold office at the pleasure of the Board of Directors. Any two offices may be held by the same person with the exception of the offices of President and Secretary.

9.2 Duties of the President. The President shall preside over the meetings of the Board of Directors, shall see that the orders and resolutions of the Board of Directors are carried out and shall be empowered to sign all documents on behalf of the Board of Directors.

9.3 Duties of the Vice-President. The Vice-President shall, in the absence of the President, perform all duties of the President.

9.4 Duties of the Secretary. The Secretary shall record the votes and keep the minutes and records of all proceedings in a book to be kept for that purpose. The Secretary shall also keep a book of all Record Owners, setting forth their address and the interest they hold in any Lot and the Common Areas and Limited Common Areas.

9.5 Duties of the Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall cause to be disbursed such funds as may be directed by the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be required for disbursement of funds in the normal course of business.

9.6 Removal of Officers. Upon majority vote of the members of the Board of Directors any officer may be removed from office and, in such event, the Board of Directors by majority vote shall name a replacement therefor to serve out the remaining term of such officer.

## ARTICLE X OBLIGATIONS OF RECORD OWNERS

10.1 Maintenance and Repair. Every Record Owner has the following obligations with respect to maintenance and repair, subject to the right and obligation of the Association to repair and maintain the Common Areas and Limited Common Areas:

(a) To perform promptly all maintenance and repair work within his Lot and Unit and the improvements located thereon, which, if omitted, would affect any portion of the Common Property, Limited Common Property or any property, real, personal or mixed, belonging to another Record Owner, and for failure to do so such Record Owner shall be liable as otherwise provided herein;

(b) To maintain and keep in good repair at his expense all improvements located on his Lot; and

(c) To reimburse the Association for any expenditure incurred in repairing or replacing any Common Property or Limited Common Property damaged through the fault of any Record Owner, such reimbursement to include any costs of collection, reasonable attorney's fees, and court costs.

10.2 Use of Lots. All Lots shall be used for residential purposes only; provided, however, this restriction shall not be interpreted to prohibit the rental of any Unit.

## ARTICLE XI ASSESSMENTS

11.1 Adoption of Budget and Establishment of Assessments. The Board of Directors shall annually prepare a budget for the operation of the Association. This budget shall be presented to the Record Owners along with the Notice of the Annual Meeting. The budget shall set forth the annual assessment to be levied against each Lot for the upkeep, repair and maintenance of the Common Areas, Limited Common Areas, any improvements located thereon, and any other properties that the Association may be contractually obligated to maintain and repair. The Record Owners shall vote to adopt or reject the budget at the Annual Meeting. In the event the Board of Directors proposes a special assessment, the total amount of the special assessment, the amount of the assessment on each Record Owner, and purpose for which such special assessment is to be levied shall be presented to the Record Owners along with the Notice of Annual Meeting; provided, that a special assessment may be proposed and thereafter voted on at any meeting of the Record Owners duly convened and for which notice of the purpose of such meeting has been given.

11.2 Delinquent Assessments. All assessments shall be due and payable in accordance with the schedule of payments adopted as part of each annual budget and/or special assessment. In the event that the Board of Directors shall have adopted a payment schedule wherein it has allowed the annual assessment to be paid in installments, and a Record Owner allows any installment to become delinquent for more than thirty (30) days, the Board of Directors may accelerate all balances due and require any outstanding balances to be paid immediately. In the event that any Record Owner is delinquent for more than fifteen (15) days past the due date of any payment, all such sums due shall bear interest, compounded monthly, at a rate established by the Board of Directors at the Annual Meeting of the Board of Directors, held directly after the Annual Meeting of the Record Owners. Additionally, each such delinquent payment shall be subject to a late charge in accordance with a schedule of late charges established by the Board of Directors at the annual meeting of the Board of Directors held directly after the Annual Meeting of the Record Owners. In the event that any account is turned over to a third party or attorney for the purpose of collection of any delinquent assessment, late charge, or interest, the Record Owner shall be responsible for all costs of collection, to include attorney's fees, court costs, receiver's fees, the cost of documentary evidence and any other costs reasonably related to the collection of the outstanding monies. These costs of collection shall also constitute a lien against the Lot and shall be subject to foreclosure. The Board of Directors may take such action as it deems necessary to collect the delinquent assessment by an action at law against the Record Owner personally or by foreclosing said lien, and may settle or compromise the same if deemed in its best interest. The Association shall be entitled to bid at any judicial sale held pursuant to a suit to foreclose any lien and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien being enforced. Upon commencement of any foreclosure action, the Association shall be entitled to the appointment of a receiver for the Lot, and the Record Owner shall be required to pay reasonable rental for the Lot to such receiver.

11.3 Application of Surplus. Any payments or receipts to the Association, whether from Record Owners or otherwise, paid during the year in excess of the operating expenses and other Common Expenses of the Association shall be kept by the Association and applied against the Association's expenses in the future.

11.4 Mortgage of Common Property. The Association, upon an affirmative vote of not less than eighty percent (80%) of Record Owners at a duly called meeting, shall have the power to mortgage the Common Areas.

## ARTICLE XII POWER OF ASSESSMENT

12.1 Pledge of Power of Assessment. The Association, by and through the Board of Directors, shall further have the power to pledge the power of assessment contained in the Declaration and as set forth in these By-laws for the purpose of securing indebtedness of the Association; provided, however, upon the pledge of such power, the Board of Directors is limited to the extent that the pledge of such power of assessment is limited so as to provide that in no event shall the pledge be allowed to accelerate such indebtedness wherein such acceleration will result in any increase in any assessment beyond the amount originally provided under the terms of the note evidencing such indebtedness for the retirement of the indebtedness.

## ARTICLE XIII AMENDMENT OF BY-LAWS

13.1 Amendment of By-Laws. These By-laws may be repealed, altered or amended as follows: (i) any proposed amendment shall be submitted to the Board of Directors and shall be subjected to a vote of the Board of Directors regarding its recommendation for adoption, then, (ii) in the event the amendment has received unanimous support from the Board of Directors, the amendment shall be adopted in the event that it shall receive a majority vote of the Record Owners present at the annual meeting or any special meeting; or, (iii) in the event the amendment has not received unanimous support of the Board of Directors, the amendment shall be adopted in the event it shall receive an affirmative vote of not less than sixty-six percent (66%) of all Record Owners at an Annual Meeting or special meeting. Any proposed amendment shall be mailed to every Record Owner not less than thirty (30) days before the meeting of the Record Owners during which the amendment shall be voted upon.

## ARTICLE XIV RULES AND REGULATIONS

14.1 Establishment of Rules and Regulations. The Board of Directors may from time to time adopt, amend or repeal rules and regulations regarding the use of the Common Areas and Limited Common Areas. A copy of any rules and regulations, other than those contained hereinafter, shall be distributed to each Record Owner and posted in at least one (1) conspicuous location within the Common Areas within thirty (30) days of being adopted, amended or repealed.

14.2 Conflict. In the event of any conflict between the rules and regulations adopted by the Board of Directors and these By-laws or the Declaration, the latter shall prevail. In the event of any conflict between the provisions of these By-laws and the Declaration, the latter shall prevail.

14.3 Compliance. All Record Owners, their guests and tenants must, at all times, comply with the rules and regulations adopted by the Board of Directors. Should any person fail to comply therewith, such person may be fined in accordance with a schedule of fines adopted by the Board of Directors as part of the rules and regulations and such fine shall be in addition to any other legal or equitable remedy available to the Association.

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN            )  
**FORTY-THIRD AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the forty-third such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, The Reserve at Woodside LLC, a South Carolina limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned The Reserve at Woodside LLC, by its authorized attorney-in-fact, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Forty-Third

Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Section 8A, Stonebridge in The Reserve at Woodside, Phase 3, and, as such, shall be a portion of Woodside Plantation known as "The Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five (95%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in, The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that

rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. This Forty-Third Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

24<sup>th</sup>. This Forty-Third Amendment/Supplementary Declaration is executed this day of August, 2006.

Cassandra Mitchell  
Witness  
Therese McRae  
Witness

The Reserve at Woodside LLC

By: Diana M. Peters  
Diana M. Peters, as Attorney-in-Fact  
(See Misc. Book 1228, at Page 191)

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

**PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside LLC, a South Carolina limited liability company, by Diana M. Peters, as its attorney-in-fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 24 day of August 2006.

Virginia H. Pullenack  
Notary Public  
My Commission Expires: 2-29-12

Cassandra Mitchell



## EXHIBIT "A"

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 39.58 acres subdivided into sixty-five (65) residential lots, numbered 8A-1 through 8A-65, inclusive, and also includes related roadways and common areas all shown and designated as Phase 3, Section 8A, The Reserve at Woodside and further designated as "Stonebridge" upon record Plat thereof prepared by Southern Partners, Inc. dated July 27, 2006, and recorded in Book PL 57, at Page 711, 712, 713 records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

Portion of Tax Parcel No. 00-136-01-004

2006027506  
AMENDED COVENANTS  
RECORDING FEES \$10.00  
PRESENTED & RECORDED:  
08-24-2006 12:19 PM  
JUDITH WARNER  
REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC  
By: JULIE STUTTS DEPUTY  
BK:RB 4085  
PG:58-61

**STATE OF SOUTH CAROLINA     )  
                                      )  
COUNTY OF AIKEN              )**

**FORTY-FOURTH AMENDMENT/  
DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT  
COMPANY OF AIKEN, INC.**

THIS FORTY-FOURTH AMENDMENT to the Declaration of Covenants and Restrictions is made this 15<sup>th</sup> day of December, 2006 by the Directors of the Woodside Plantation Property Owners Association, Inc.

**WITNESSETH:**

**WHEREAS**, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owner's Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. Seq.; and,

**WHEREAS**, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;  
by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;  
by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;  
by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;  
by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;  
by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;  
by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;  
by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;  
by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;  
by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;  
by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38 and  
by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132;  
by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161;

by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book 953 at Page 113-115;

by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249;

by Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183;

by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Page 323-327;

by Eighteenth Amendment dated February 16, 2000 and recorded in the RMC at Deed Book 1015 at Page 37-40;

by Nineteenth Amendment dated May 15, 2000 and recorded in the RMC at Deed Book 1025 at Page 67-70;

by Twentieth Amendment dated November 30, 2000 and recorded in the RMC at Deed Book 1050 at Page 303-307;

by Twenty-First Amendment dated January 17, 2001 and recorded in the RMC at Deed Book 1055 at Page 153-156;

by Twenty-Second Amendment dated July 6, 2001 and recorded in the RMC at Deed Book 1081 at Page 68-86;

by Twenty-Third Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 64-67;

by Twenty-Fourth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 60-63;

by Twenty-Fifth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 56-59;

by Twenty-Sixth Amendment dated December 12, 2001 and recorded in the RMC at Deed Book 1104 at Page 346;

by Twenty-Seventh Amendment dated March 12, 2002 and recorded in the RMC at Deed Book 1118 at Page 52-55;

by Twenty-Eighth Amendment dated March 13, 2002 and recorded in the RMC at Deed Book 1118 at Page 48-51;

by Twenty-Ninth Amendment dated June 20, 2002 and recorded in the RMC at Deed Book 1133 at Page 275-278;

by Thirtieth Amendment dated December 19, 2002 and recorded in the RMC at Deed Book 1166 at Page 275-279;

by Thirty-First Amendment dated March 7, 2003 and recorded in the RMC at Deed Book 1179 at Page 213-216;

by Thirty-Second Amendment dated December 8, 2003 and recorded in the RMC at Deed Book 1235 at Page 91-95;

by Thirty-Third Amendment dated April 23, 2004 and recorded in the RMC at Deed Book 1270 at Page 203-208;

by Thirty-Fourth Amendment dated December 15, 2004 and recorded in the RMC at Deed Book 1328 at Page 237-242;

by Thirty-Fifth Amendment dated March 18, 2005 and recorded in the RMC at Deed Book 1349 at Page 147-150;

by Thirty-Sixth Amendment dated March 21, 2005 and recorded in the RMC at Deed Book 1349 at Page 156-159;

by Thirty-Seventh Amendment dated April 22, 2005 and recorded in the RMC at Deed Book 1359 at Page 100-126;

by Thirty-Eighth Amendment dated July 15, 2005 and recorded in the RMC at Deed Book 4005 at Page 1710 - 1714;

by Thirty-Ninth Amendment dated February 14, 2006 and recorded in the RMC at Deed Book 4046 at Page 403-406;

by Fortieth Amendment dated February 15, 2006 and recorded in the RMC at Deed Book 4046 at Page 407-410;

by Forty-First Amendment dated March 3, 2006 and recorded in the RMC at Deed Book 4049 at Page 1372-1375;

by Forty-Second Amendment dated August 22, 2006 and recorded in the RMC at Deed Book 4084 at Page 1127-1152;

by Forty-Third Amendment dated August 24, 2006 and recorded in the RMC at Deed Book 4085 at Page 58-61;

**WHEREAS**, on August 11, 2006 the Board of Directors of the WPPOA mailed ballots to the Members of the WPPOA. Balloting took place over a thirty day period ending September 19, 2006 and,

**WHEREAS**, of the votes cast on the following proposed amendments, Amendment #1 (92.6%); Amendment #2 (91/2%) and Amendment #3 (92.7%) were cast in favor thereof.

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

---

**Covenant Amendment #1**

**Subject: Clarifies activities which are not permitted within Woodside Plantation.**

Resolved, that Part Two, Article 1, Section 2(a) RESIDENTIAL USE, amended to read:

(a) Unless further restricted in the deed or other document, the use of a portion of a Dwelling Unit as an office shall be considered as a residential use if such use does not create a significant increase in customer or client traffic to and from the Dwelling Unit, if no sign, symbol, logo or nameplate identifying a business or professional office is affixed to or about the grounds or the entrance to the Dwelling Unit, if the office is only incidentally used for business or professional purposes, and if the Company, after responding to a complaint by a neighboring Property Owner, has not expressly requested that the subject Dwelling Unit not be used in whole or in part as an office. ***A non-permitted use of a residential dwelling unit shall include, but not be limited to conducting a garage, yard, moving or estate sale within Woodside.***

**Covenant Amendment #2**

**Subject: Designating where approved signs may not be placed.**

Resolved that, Part Two, Article 1, Section 9, SIGNS, amended to read:

**Section 9. Signs.** No signs or ornaments shall be erected or maintained on the Property by anyone including, but not limited to, the owner, a realtor, a contractor or subcontractor, or except with the written permission of the Review Board or except as may be required by legal proceedings. If such permission is granted the Review Board reserves the right to restrict size, color and content of such signs. ***Approved signs may not be placed on the rear of the property facing a golf course, Woodside Plantation Drive or any other roadway.***

**Covenant Amendment #3**


**Subject: Clarifies the meaning of "operating" a motorcycle on the roads of Woodside and to set rules, if a motorcycle owned by a resident is moved in and out of Woodside by trailer.**

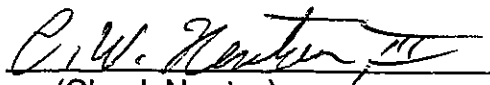
Resolved that, Part Two, Article 1, Section 28(b) INGRESS AND EGRESS; ROADWAYS, amended to read:

- (b) No motorcycles or motorbikes may be operated on the roads and streets within Woodside Plantation. ***Operating shall include but not be limited to riding, walking, pushing (motor on or off) or coasting a motorcycle while astride. Any motorcycle owned by a resident must be in a garage and if a trailer is used to move a motorcycle in and out of Woodside, the trailer must be stored in the garage out of public sight.*** Mopeds (or other motor-powered bicycles) with no more than one-brake horse power may be operated so long as they abide by all other traffic regulations and so long as they are not required to be registered by the State of South Carolina.

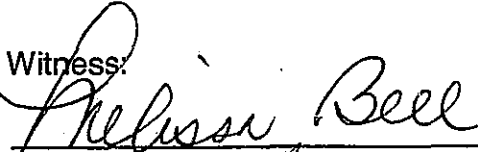
This Forty-Fourth Amendment to Declaration is executed this 15<sup>th</sup> day of December, 2006.

WOODSIDE PLANTATION  
PROPERTY OWNERS  
ASSOCIATION

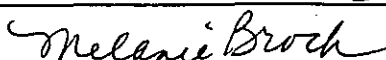
By:   
Its President (Al Berry)

And By:   
Its Secretary (Chuck Newton)

Witness:







STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

**PERSONALLY** appeared before me Al Berry and Chuck Newton  
and made oath that (s)he saw the within named Al Berry, President of  
Woodside Plantation Property Owners Association, and Chuck Newton  
Secretary of Woodside Plantation Property Owners Association, sign, seal and as  
their act and deed, deliver the within written instrument and that (s)he, with the  
other witness subscribed above, witnessed the execution thereof.

Melanie Brock

Witness (Melanie Brock)

**SWORN** to before me this 15th day of December, 2006.

Geraldine Y. Johnson

Notary Public for South Carolina

My Commission Expires: 7-6-2010

(Seal)



**2006040664**

AMENDED COVENANTS

RECORDING FEES \$11.00

PRESENTED & RECORDED:

**12-19-2006 03:24 PM**

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: LYNN STEMBRIDGE DEPUTY

**BK: RB 4108**

**PG: 1020 - 1024**



2007002326

RESTRICTIVE COVENANTS  
RECORDING FEES

\$10.00

PRESENTED & RECORDED:

01-19-2007 11:15 AM

JUDITH WARNER  
REGISTER OF MESNE CONVEYANCES

AIKEN COUNTY, SC  
By: JOYCE H EGGLE DEPUTY RMC

BK:RB 4113

PG:1504-1507

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
FORTY-FIFTH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the forty-fifth such addition to the Declaration; and

WHEREAS, as permitted by Part One, Article II, Section 2 of the Declaration, The Reserve at Woodside LLC, a South Carolina limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, pursuant to Part One, Article II, Section 2(d) of said Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

NOW, THEREFORE, the undersigned The Reserve at Woodside LLC, by its authorized attorney-in-fact, does hereby state and provide as follows:



1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Forty-Fifth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Section 9, Grassy Creek in The Reserve at Woodside, Phase 3, and, as such, shall be a portion of Woodside Plantation known as "The Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five (95%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in, The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance

or promise by The Reserve Club for acceptance of any application for such, greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. This Forty-Fifth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Forty-Fifth Amendment/Supplementary Declaration is executed this 18<sup>th</sup> day of January 2007.

Witness

Witness

STATE OF SOUTH CAROLINA )

COUNTY OF AIKEN )

The Reserve at Woodside LLC

By:

Diana M. Peters, as Attorney-in-Fact  
(See Misc. Book 1228, at Page 191)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside LLC, a South Carolina limited liability company, by Diana M. Peters, as its attorney-in-fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 18<sup>th</sup> day of January, 2007.

Notary Public

My Commission Expires 2/29/12

# **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 15.7 acres subdivided into twenty-two (22) residential lots, numbered 9-6 through 9-25, inclusive, and also includes related roadways and common areas all shown and designated as Phase 3, Section 9, The Reserve at Woodside and further designated as "Grassy Creek" upon record Plat thereof prepared by Southern Partners, Inc. dated November 27, 2006, revised December 27, 2006, and January 9, 2007, and recorded in Book PL 52, at Page 280, 281, 282, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

Portion of Tax Parcel No. 108-06-03-001

2007006853

RESTRICTIVE COVENANTS  
RECORDING FEES

\$11.00

PRESENTED & RECORDED:

02-27-2007 04:15 PM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC

By: JOYCE H EGGLE DEPUTY RMC

BK:RB 4121

PG:762-766

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
FORTY-SIXTH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF AIKEN,  
INC.

**WHEREAS**, Woodside Development Company of Aiken, Inc., and Woodside Plantation Property Owners' Association, Inc., did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereafter referred to as "Declaration") which document was recorded in the Office of The Register of Mesne Conveyances of Aiken County, South Carolina, (RMC) in Misc. Book 451, at page 93, et. seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the Forty-sixth such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, Woodside Golf LLC, a South Carolina limited liability company ("Golf"), as a successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, Golf desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned Woodside Golf LLC by its Chairman, Board of Managers, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are hereby incorporated into and made an integral part hereof as if restated herein.
2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Forty-Sixth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the limitations hereinafter set forth. The operation and effect of the covenants and restrictions of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" is The Reserve Club golf course lands and all buildings, improvements, facilities and amenities associated therewith ("Golf Property").
3. Pursuant to Section 3 of Article I, Part Four of the Declaration and the other terms and conditions of the Declaration, Golf hereby limits the application of Part Two of the Declaration as to the Golf Property to Sections 5, 15, 16, 20 and 30 of Article I. All other covenants, restrictions and affirmative obligations set forth in Article I and the remaining Articles in Part Two of the Declaration shall not be applicable to the Golf Property and shall not be binding upon, or be an obligation of, the owner of the Golf Property. The Golf Property is a "private recreational tract" and, as such, is also subject to the provisions of Section 31, of Article I, Part 2, which Section 31 was added to Article I by the Seventh Amendment to the Woodside covenants, though incorrectly referred to in the Seventh Amendment as "Section 30". Section 30 was theretofore established and captioned as "Power Boats Prohibited", as reference to the text of the covenants will reflect.
4. This Forty-Sixth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.
5. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

6. This Forty-Sixth Amendment/Supplementary Declaration is executed this 26<sup>th</sup> day of February, 2007.

Donna Burr  
Veronica Forey

Woodside Golf LLC

By: R B Steele, Jr.

Richard B. Steele, Jr.  
Its: Chairman, Board of Managers

*South Carolina*  
STATE OF MASSACHUSETTS )  
*Aiken*  
COUNTY OF HAMPDEN )

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Woodside Golf LLC, a South Carolina limited liability company, by Richard B. Steele, Jr., Chairman, Board of Managers, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 26<sup>th</sup> day of February, 2007.

*Leiana M. Petron*

Notary Public for ~~Massachusetts~~ *SC* My Commission Expires  
My Commission Expires: September 17, 2012

*Donna O'Brien*

### **EXHIBIT "A"**

ALL those certain pieces, parcels or tract of land, with any improvements thereon, situate, lying and being in and adjacent to the City of Aiken, Aiken County, South Carolina. The property conveyed herein consists of Tract "A", containing 23.24 acres, Tract "B", containing 44.7 acres, more or less, Tract "C", containing 21.93 acres, Tract "D", containing 4.45 acres, Tract "E", containing 31.24 acres, Tract "F", containing 19.91 acres, Tract "G", containing 17.63 acres and Tract "H", containing 8.12 acres, as set forth upon plat of Woodside Plantation Phase 3, Golf Course, prepared for Sidewood Development, L.L.C., by Southern Partners, Inc., R.L.S., dated October 10, 2001, said plat consisting of a cover sheet and four (4) attached sheets; reference being made to said plat for a more complete and accurate description of the aforesaid parcels as to their metes, bounds, courses, distances and location; said plat being recorded in Plat Book 44, at pages 262-266, records of Aiken County, South Carolina.

**ALSO** those additional pieces or parcels of land conveyed unto Woodside Golf LLC by those certain deeds, recorded as follows upon the public records of Aiken County, South Carolina, to wit: (1) Deed Book 2382, at page 171; (2) Deed Book 2417, at page 344; (3) Deed Record Book 4033, at page 74; (4) Deed Record Book 4033, at page 77; (5) Deed Record Book 4033, at page 86; (6) Deed Record Book 4039, at page 2346; (7) Deed Record Book 4045, at page 416; (8) Deed Record Book 4094, at page 1517; (9) Deed Record Book 4101, at page 1051; and (10) Deed Record Book 4101, at page 1053.

**LESS, HOWEVER,** those certain pieces or parcels of land conveyed by Woodside Golf LLC to others by those certain deeds, recorded as follows upon the public records of Aiken County, South Carolina, to wit: (1) Deed Book 2451, at page 223; (2) Deed Book 2451, at page 198; (3) Deed Book 2467, at page 117; (4) Deed Book 2516, at page 121; (5) Deed Book 2518, at page 265; (6) Deed Record Book 4033, at page 80; (7) Deed Record Book 4033, at page 83; and (8) Deed Record Book 4045, at page 421.

2007008632

RESTRICTIVE COVENANTS  
RECORDING FEES \$10.00  
PRESENTED & RECORDED:

03-14-2007 04:02 PM

JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: LYNN STENBRIDGE DEPUTY

BK: RB 4124

PG: 1147 - 1150

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

**FORTY-SEVENTH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the forty-seventh such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, The Reserve at Woodside LLC, a South Carolina limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned The Reserve at Woodside LLC, by its authorized attorney-in-fact, does hereby state and provide as follows:



1. The WHEREAS clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Forty-Seventh Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Section 14, Silver Meadow in The Reserve at Woodside, Phase 3, and, as such, shall be a portion of Woodside Plantation known as "The Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five (95%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in, The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance

or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. This Forty-Seventh Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

This Forty-Seventh Amendment/Supplementary Declaration is executed this 14<sup>th</sup> day of March, 2007.

Cassidy Mitchell  
Witness  
Theresa McRae  
Witness

The Reserve at Woodside LLC

By: Diana M. Peters  
Diana M. Peters, as Attorney-in-Fact  
(See Misc. Book 1228, at Page 191)

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

**PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside LLC, a South Carolina limited liability company, by Diana M. Peters, as its attorney-in-fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 14<sup>th</sup> day of March, 2007.

Virginia K. Pullen  
Notary Public  
My Commission Expires 12/29/12

Cassidy Mitchell

# **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 7.46 acres subdivided into twenty-one (21) residential lots, numbered 1 through 21, inclusive, and also includes related roadways and common areas all shown and designated as Phase 3, Section 14, The Reserve at Woodside and further designated as "Silver Meadow" upon record Plat thereof prepared by Southern Partners, Inc. dated February 26, 2007, and recorded in Book PL 52, at Page 463 records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

Portion of Tax Parcel No. 108-06-03-001

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN                )    **FORTY-EIGHTH AMENDMENT/  
  SUPPLEMENTARY DECLARATION  
  TO THE COVENANTS AND  
  RESTRICTIONS OF WOODSIDE  
  PLANTATION PROPERTY OWNERS'  
  ASSOCIATION, INC. AND WOODSIDE  
  DEVELOPMENT COMPANY OF  
  AIKEN, INC.**

**WHEREAS,** Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS,** the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the forty-eighth such addition to the Declaration; and

**WHEREAS,** as permitted by Part One, Article II, Section 2 of the Declaration, Reserve at Hollow Creek, LLC, a South Carolina limited liability company ("Hollow Creek"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS,** pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE,** the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Forty-Eighth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Section 1, Steeplechase Reserve; Section 2, Ridge Oak Heights; and Section 3, Longmeadow, all in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of ninety-five (95%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate

application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.

5. This Forty-Eighth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Forty-Eighth Amendment/Supplementary Declaration is executed this 12<sup>th</sup> day of April, 2007.

Donna L. O'Brien  
Witness  
Liana M. Peters  
Witness

Reserve at Hollow Creek, LLC

By: [Signature]  
Richard B. Steele  
Chairman, Board of Managers and  
President

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

**PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Richard B. Steele, as Chairman of its Board of Managers and duly elected and serving President, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 12<sup>th</sup> day of April, 2007.

Liana M. Peters  
Notary Public

Donna L. O'Brien

My Commission Expires: September 17, 2012

## EXHIBIT "A"

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 11.01 acres subdivided into twenty-one (21) residential lots, numbered 1.1 through 1.21, inclusive, and also includes related roadways and common areas all shown and designated as Woodside Plantation Phase 4 Section 1 upon record Plat thereof prepared by Southern Partners, Inc. dated March 23, 2007, and recorded in Book PL 52, at Page 587, ~~588~~ records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

ALSO, ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 10.15 acres subdivided into twenty-five (25) residential lots, numbered 201 through 225, inclusive, and also includes related roadways and common areas all shown and designated as Ridge Oak Heights Woodside Plantation Phase 4 Section 2 upon record Plat thereof prepared by Southern Partners, Inc. dated March 23, 2007, revised February 12, 2007 and recorded in Book PL 52, at Page 590 records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

ALSO, ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 27.22 acres subdivided into fifty (50) residential lots, numbered 301 through 350, inclusive, and also includes related roadways and common areas all shown and designated as Longmeadow Woodside Plantation Phase 4 Section 3 upon record Plat thereof prepared by Southern Partners, Inc. dated April 2, 2007, revised February 12, 2007, and recorded in Book PL 52, at Page 591, ~~592~~ records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel No. 108-10-02-002

**2007012733**  
RESTRICTIVE COVENANTS  
RECORDING FEES \$10.00  
PRESENTED & RECORDED:  
**04-18-2007 09:00 AM**  
JUDITH WARNER  
REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC  
By: JOYCE H EGGLE DEPUTY RMC  
**BK:RB 4130**  
**PG:2332-2335**

2007026874

AMENDED COVENANTS

RECORDING FEES

\$14.00

PRESENTED & RECORDED:

08-10-2007 10:19 AM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4154

PG: 2263 - 2270

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

**FORTY-NINTH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the forty-ninth such addition to the Declaration; and

WHEREAS, as permitted by Part One, Article II, Section 2 of the Declaration, Reserve at Hollow Creek, LLC, a South Carolina limited liability company ("Hollow Creek"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.



**NOW, THEREFORE**, the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Forty-Ninth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Section 4-A, Stonehurst in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members

(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.

5. Certain of the lots in Phase IV, Section 4-A, Stonehurst are fully or partially located within United States Army Corps of Engineers Jurisdictional Wetlands and/or affiliated wetlands buffers and, as such, are further subject to the additional restrictive covenants set forth in Exhibit "B" attached hereto and by referenced incorporated herein.

6. This Forty-Ninth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

7. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

8. This Forty-Ninth Amendment/Supplementary Declaration is executed this 10<sup>th</sup> day of August, 2007.

Cassandra Mitchell  
Witness  
Guylaine McLa  
Witness

Reserve at Hollow Creek, LLC

By: Diana M. Peters

Diana M. Peters

As Attorney-in-Fact

See Book RB 4143, Pgs. 378-379

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

**PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 10th day of August, 2007.

Virginia M. Hillenart  
Notary Public

My Commission Expires: 2/29/12

Cassandra Mitchell

## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 8.53 acres subdivided into seventeen (17) residential lots, numbered 401 through 414 and 425 through 427, inclusive, and also includes related roadways and common areas all shown and designated as Woodside Plantation Phase 4 Section 4-A upon Record Plat thereof prepared by Southern Partners, Inc. dated May 1, 2007 last revised July 3, 2007, and recorded in Book PL 52, at Page 881, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel No. 108-10-02-002

**EXHIBIT "B"**

STATE OF SOUTH CAROLINA	)	DECLARATION OF
	)	
COUNTY OF AIKEN	)	RESTRICTIVE COVENANTS

10<sup>th</sup> **THIS DECLARATION OF RESTRICTIVE COVENANTS** is made this day of August, 2007, by Reserve at Hollow Creek, LLC, a South Carolina limited liability company ("Declarant").

**RECITALS**

**WHEREAS**, Declarant is the owner of certain real property ("*real property*" includes wetlands, any interest in submerged lands, uplands, associated riparian/littoral rights) located in Aiken County, South Carolina, more particularly described as follows ("Property"):

Those portions of Lots 413 and 414 designated as wetland buffers on record plat of Woodside Plantation Phase 4 Section 4-A in the City of Aiken, Aiken County, South Carolina prepared by Southern Partners, Inc. dated May 15, 2007, last revised July 3, 2007 and recorded in Book PL 52, at Page 881, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

and

**WHEREAS**, as compensatory mitigation under Federal law for Department of the Army Permit No. 2002-1A-470 ("Permit") issued by the U.S. Army Corps of Engineers, Charleston District ("Corps" or "Charleston District," to include any successor agency), and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Declarant has agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever.

**NOW THEREFORE**, Declarant hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (they are included in the term, "Declarant," below), lessees, or other occupiers and users.

1.     **Prohibitions.** Declarant is and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying

vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Property; introducing exotic species into the Property (except biological controls preapproved in writing by the Corps); and from 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. The following are expressly excepted from this paragraph: a) cumulatively very small impacts associated with hunting (excluding planting or burning), fishing, and similar recreational or educational activities, consistent with the continuing natural condition of the Property; b) removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster; c) restoration or mitigation required under law; d) construction of ditches, swales, and outfalls as pre-approved in writing by the U.S. Corps of Engineers (COE) and the South Carolina Department of Health and Environmental Control (DHEC) that are both required and the minimum necessary for compliance with applicable stormwater management and sediment reduction laws and regulations. These ditches shall not be constructed so as to drain wetlands through alteration of the hydrology. Activities allowed under this exception shall be limited as follows:

1. All such activities shall be applicable to upland buffer areas only and not wetlands.
2. All such activities shall be the minimum size and number necessary.
3. Ditches and swales shall have a bottom width of not more than five feet (1.52 meters), a depth below adjacent natural ground elevation of not more than four feet (1.22 meters), and a side slope of not less than three feet vertical to one foot horizontal (3V: 1H).
4. The side slopes and surrounding areas of ditches and swales shall be stabilized and restored immediately following construction with natural vegetation. The bottoms of ditches and swales may be cleared and periodically maintained by removal of vegetation. Vegetation shall not be removed by use of herbicides or other chemical means.
5. Upon completion of the work, disturbed areas other than ditches and swales shall be restored to the original contours and elevations and shall be permanently stabilized by restoration of natural vegetation.

e) installation and maintenance of necessary utilities in designated upland buffer areas as pre-approved in writing by the COE and SCDHEC. All excavated areas shall be restored to pre-existing grade immediately following construction. Utility construction in wetland mitigation areas may be allowed if properly permitted by appropriate state and federal authorities; and f) construction and maintenance of pedestrian paths and/or boardwalks up to 4' in width as pre-approved in writing by the COE and SCDHEC.

2. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and Declarant. The recorded document, as amended, shall be consistent with the Charleston District model conservation restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Charleston District mitigation policy at the time of amendment. There shall be no obligation to allow an amendment.

3. **Notice to Government.** Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

4. **Reserved Rights.** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above, and Declarant reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.

5. **Compliance Inspections.** The Corps and its authorized agents shall have the right to enter and go upon the lands of Declarant to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. **Enforcement.** The Declarant grants to the Corps and the U.S. Department of Justice, a discretionary right to enforce these restrictive covenants in a judicial action against any person or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.

7. **Property Transfers.** Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):

NOTICE: This Property Subject to Declaration of Restrictive Covenants  
Recorded in the Aiken County, South Carolina, RMC Office on August  
\_\_\_\_, 2007 in Book RB 4154, at Pages 2263

8. **Marking of Property.** The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.

9. **Recording of Plat.** A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat is recorded in Book PL 52, at Page 633, records of Aiken County, South Carolina.

10. **Separability Provision.** Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration of Restrictive Covenants the date written above.

Cassand Mitchell  
Witness  
Graybird McRae  
Witness

Reserve at Hollow Creek, LLC

By: Diana M. Peters  
Diana M. Peters  
As its Attorney-in-Fact  
See Book RB 4143, Pgs. 378-379

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Diana M. Peters as its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to, and subscribed before  
me this 10th day of August, 2007.

Vigoria Birdwell  
Notary Public  
My Commission Expires: 2/29/12

Cassand Mitchell





2007027260  
AMENDED COVENANTS  
RECORDING FEES \$15.00  
PRESENTED & RECORDED:  
08-14-2007 10:00 AM  
JUDITH WARNER  
REGISTER OF MESSE CONVEYANCE  
AIKEN COUNTY, SC  
By: JOYCE H EGGLE DEPUTY RMC  
BK:RB 4155  
PG:1125-1133

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

**FIFTIETH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the fiftieth such addition to the Declaration; and

WHEREAS, as permitted by Part One, Article II, Section 2 of the Declaration, The Reserve at Woodside, LLC, a South Carolina limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, pursuant to Part One, Article II, Section 2(d) of said Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned The Reserve at Woodside, LLC, by its authorized attorney-in-fact, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Fiftieth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase III, Section 9, Lots 1-5 and Section 9-A, Grassy Creek in The Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "The Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members

(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. Certain of the lots in Phase III, Section 9, Lots 1-5 and Section 9-A, Grassy Creek are fully or partially located within United States Army Corps of Engineers Jurisdictional Wetlands and/or affiliated wetlands buffers and, as such, are further subject to the additional restrictive covenants set forth in Exhibit "B" attached hereto and by referenced incorporated herein.

6. This Fiftieth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

7. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

8. This Fiftieth Amendment/Supplementary Declaration is executed this 13<sup>th</sup> day of August, 2007.

Cassandra Mitchell  
Witness  
Gregory M. Malar  
Witness

The Reserve at Woodside, LLC

By: Diana M. Peters  
Diana M. Peters  
As Attorney-in-Fact  
See Misc. Book 1228, at Page 191

STATE OF SOUTH CAROLINA    )  
  )    **PROBATE**  
COUNTY OF AIKEN                )

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 14th day of August, 2007.

Virginia K. Culbreth  
Notary Public

My Commission Expires 2/29/12

Cassandra Mitchell

## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 3.98 acres subdivided into five (5) residential lots, numbered 9.1 through 9.5, inclusive, and also includes related roadways and common areas all shown and designated as Grassy Creek, Woodside Plantation Phase 3, Section 9, Lots 1-5 upon Record Plat thereof prepared by Southern Partners, Inc. dated February 26, 2007 last revised May 18, 2007, and recorded in Book PL 53, at Page 7, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 3.56 acres subdivided into five (5) residential lots, numbered 9A.27 through 9A.31, inclusive, and also includes related roadways and common areas all shown and designated as Grassy Creek, Woodside Plantation Phase 3, Section 9-A upon Record Plat thereof prepared by Southern Partners, Inc. dated February 26, 2007 last revised June 7, 2007, and recorded in Book PL 52, at Page 848, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel No. 108-06-03-001

**EXHIBIT "B"**

STATE OF SOUTH CAROLINA	)	DECLARATION OF
	)	
COUNTY OF AIKEN	)	RESTRICTIVE COVENANTS

**THIS DECLARATION OF RESTRICTIVE COVENANTS** is made this \_\_\_\_ day of August, 2007, by The Reserve at Woodside, LLC, a South Carolina limited liability company ("Declarant").

**RECITALS**

**WHEREAS**, Declarant is the owner of certain real property ("*real property*" *includes wetlands, any interest in submerged lands, uplands, associated riparian/littoral rights*) located in Aiken County, South Carolina, more particularly described as follows ("Property"):

Those portions of Lots 9.2, 9.3 and 9.4 designated as wetland buffers on record plat of Woodside Plantation Phase 3 Section 9, Lots 1-5 in the City of Aiken, Aiken County, South Carolina prepared by Southern Partners, Inc. dated February 26, 2007, last revised May 18, 2007 and recorded in Book PL 53, at Page 7, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

AND Those portions of Lots 9A.27, 9A.28 and 9A.31 designated as wetland buffers on record plat of Woodside Plantation Phase 3 Section 9-A in the City of Aiken, Aiken County, South Carolina prepared by Southern Partners, Inc. dated February 26, 2007, last revised June 7, 2007 and recorded in Book PL 52, at Page 848, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

and

**WHEREAS**, as compensatory mitigation under Federal law for Department of the Army Permit No. 2002-1A-470 ("Permit") issued by the U.S. Army Corps of Engineers, Charleston District ("Corps" or "Charleston District," to include any successor agency), and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Declarant has agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever.

**NOW THEREFORE**, Declarant hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (they are included in the term, "Declarant," below), lessees, or other occupiers and users.

1. **Prohibitions.** Declarant is and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Property; introducing exotic species into the Property (except biological controls preapproved in writing by the Corps); and from 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. The following are expressly excepted from this paragraph: a) cumulatively very small impacts associated with hunting (excluding planting or burning), fishing, and similar recreational or educational activities, consistent with the continuing natural condition of the Property; b) removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster; c) restoration or mitigation required under law; d) construction of ditches, swales, and outfalls as pre-approved in writing by the U.S. Corps of Engineers (COE) and the South Carolina Department of Health and Environmental Control (DHEC) that are both required and the minimum necessary for compliance with applicable stormwater management and sediment reduction laws and regulations. These ditches shall not be constructed so as to drain wetlands through alteration of the hydrology. Activities allowed under this exception shall be limited as follows:

1. All such activities shall be applicable to upland buffer areas only and not wetlands.
2. All such activities shall be the minimum size and number necessary.
3. Ditches and swales shall have a bottom width of not more than five feet (1.52 meters), a depth below adjacent natural ground elevation of not more than four feet (1.22 meters), and a side slope of not less than three feet vertical to one foot horizontal (3V: 1H).
4. The side slopes and surrounding areas of ditches and swales shall be stabilized and restored immediately following construction with natural vegetation. The bottoms of ditches and swales may be cleared and periodically maintained by removal of vegetation. Vegetation shall not be removed by use of herbicides or other chemical means.
5. Upon completion of the work, disturbed areas other than ditches and swales shall be restored to the original contours and elevations and shall be permanently stabilized by restoration of natural vegetation.



e) installation and maintenance of necessary utilities in designated upland buffer areas as pre-approved in writing by the COE and SCDHEC. All excavated areas shall be restored to pre-existing grade immediately following construction. Utility construction in wetland mitigation areas may be allowed if properly permitted by appropriate state and federal authorities; and f) construction and maintenance of pedestrian paths and/or boardwalks up to 4' in width as pre-approved in writing by the COE and SCDHEC.

2. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and Declarant. The recorded document, as amended, shall be consistent with the Charleston District model conservation restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Charleston District mitigation policy at the time of amendment. There shall be no obligation to allow an amendment.

3. **Notice to Government.** Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

4. **Reserved Rights.** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above, and Declarant reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.

5. **Compliance Inspections.** The Corps and its authorized agents shall have the right to enter and go upon the lands of Declarant to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. **Enforcement.** The Declarant grants to the Corps and the U.S. Department of Justice, a discretionary right to enforce these restrictive covenants in a judicial action against any person or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.

7. **Property Transfers.** Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):

NOTICE: This Property Subject to Declaration of Restrictive Covenants  
Recorded in the Aiken County, South Carolina, RMC Office on August  
14, 2007 in Book RB 4155 at Pages 1125-1133

8. **Marking of Property.** The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.

9. **Recording of Plat.** A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat is recorded in Book PL 52, at Page 633, records of Aiken County, South Carolina.

10. **Separability Provision.** Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration of Restrictive Covenants the date written above.

Cassandra Mitchell  
Witness  
Jennifer M. McKee  
Witness

The Reserve at Woodside, LLC

By: Diana M. Peters  
Diana M. Peters  
As its Attorney-in-Fact  
See Misc. Book 1228, at Page 191

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside, LLC, a South Carolina limited liability company, by Diana M. Peters as its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 14th day of August, 2007.

Virginia L. McIlwain  
Notary Public  
My Commission Expires: 2/29/12

Cassandra Mitchell



2007027363

AMENDED COVENANTS  
RECORDING FEES

\$10.00

PRESENTED & RECORDED:

08-14-2007 02:58 PM

JUDITH WARNER  
REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC  
By: JULIE STUTTS DEPUTY

BK:RB 4155

PG:1847-1849

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

**FIRST AMENDMENT TO THE  
FIFTIETH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

**WHEREAS**, the Fiftieth Amendment/Supplementary Declaration to the Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken, Inc. was recorded in the Aiken County RMC Office on August 14, 2007, in Book RB 4155, at Pages 1125-1133 (the "Fiftieth Amendment"); and

**WHEREAS**, the undersigned The Reserve Woodside, LLC, as successor to Woodside Development Company of Aiken, Inc. desires to amend the Fiftieth Amendment in certain particulars;

**NOW, THEREFORE**, the undersigned The Reserve at Woodside, LLC, by its authorized manager, does hereby state and provide as follows:

1. The Fiftieth Amendment is amended by replacing Exhibit "A" thereto with Exhibit "A" attached hereto and by reference incorporated herein.

2. This First Amendment to the Fiftieth Amendment is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

3. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

4. This First Amendment to Fiftieth Amendment/Supplementary Declaration is executed this 14th day of August, 2007.

Michael L. Grog  
Witness  
Henry H. McRae  
Witness

The Reserve at Woodside, LLC

By: Diana M. Peters  
Diana M. Peters, as Attorney-in-Fact  
(See Misc. Book 1228, at Page 191)

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

**PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 14th day of August, 2007.

Virginia L. Cullemath  
Notary Public  
My Commission Expires: 2/29/12

Michael L. Grog

## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 3.98 acres subdivided into five (5) residential lots, numbered 9.1 through 9.5, inclusive, and also includes related roadways and common areas all shown and designated as Grassy Creek, Woodside Plantation Phase 3, Section 9, Lots 1-5 upon Record Plat thereof prepared by Southern Partners, Inc. dated February 26, 2007 last revised May 18, 2007, and recorded in Book PL 53, at Page 7, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 3.56 acres subdivided into six (6) residential lots, numbered 9A.26 through 9A.31, inclusive, and also includes related roadways and common areas all shown and designated as Grassy Creek, Woodside Plantation Phase 3, Section 9-A upon Record Plat thereof prepared by Southern Partners, Inc. dated February 26, 2007 last revised June 7, 2007, and recorded in Book PL 52, at Page 848, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel No. 108-06-03-001



2007034198

AMENDED COVENANTS  
RECORDING FEES


\$10.00

PRESENTED & RECORDED:  
10-16-2007 04:16 PM

JUDITH WARNER  
REGISTER OF MESNE CONVEYANCES  
AIKEN COUNTY, SC  
By: JULIE STOUTS DEPUTY

BK:RB 4167

PG:1484-1487

 COPY

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

**FIFTY-FIRST AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the fifty-first such addition to the Declaration; and

WHEREAS, as permitted by Part One, Article II, Section 2 of the Declaration, Reserve at Hollow Creek, LLC, a South Carolina limited liability company ("Hollow Creek"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.



NOW, THEREFORE, the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Fifty-First Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Section 6, Meadowbrook Estates in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.


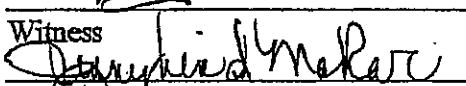
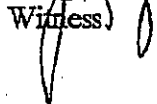
4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members

~~(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.~~

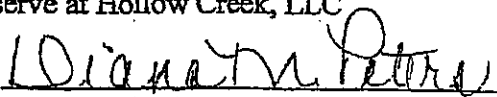
5. This Fifty-First Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

1642 7. This Fifty-First Amendment/Supplementary Declaration is executed this day of October, 2007.

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness  


Reserve at Hollow Creek, LLC

By:   
\_\_\_\_\_  
Diana M. Peters  
As Attorney-in-Fact  
See Book RB 4143, Pgs. 378-379

STATE OF SOUTH CAROLINA )

) PROBATE

COUNTY OF AIKEN )

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to, and subscribed before  
me this 16<sup>th</sup> day of October, 2007.

Virginia L. McElwain  
Notary Public

My Commission Expires 2-29-12

[Signature]

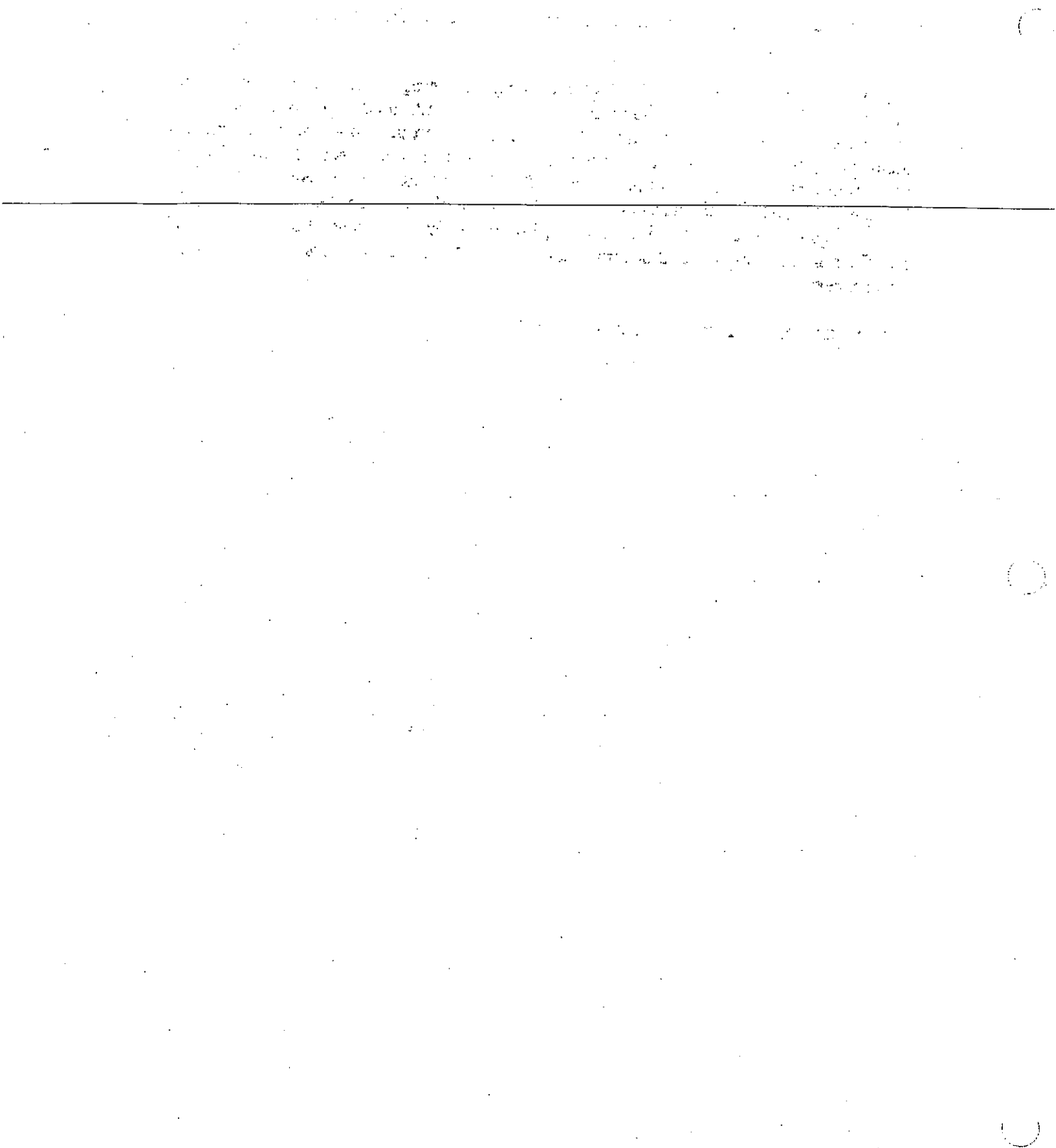
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EXHIBIT "A"

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ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 20.11 acres subdivided into twenty-one (21) residential lots, numbered 601 through 610 and 614 through 624, inclusive, and also includes related roadways and common areas all shown and designated as Woodside Plantation Phase 4 Section 6 upon Record Plat thereof prepared by Southern Partners, Inc. dated August 23, 2007 last revised October 11, 2007, and recorded in Book PL 53, at Page 223, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel No. 108-11-01-001



**STATE OF SOUTH CAROLINA     )  
                                      )  
COUNTY OF AIKEN              )**

**FIFTY-SECOND AMENDMENT/  
DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT  
COMPANY OF AIKEN, INC.**

THIS FIFTY-SECOND AMENDMENT to the Declaration of Covenants and Restrictions is made this 7<sup>th</sup> day of January, 2008 by the Directors of the Woodside Plantation Property Owners Association, Inc.

**WITNESSETH:**

**WHEREAS**, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owner's Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. Seq.; and,

**WHEREAS**, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;  
by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;  
by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;  
by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;  
by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;  
by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;  
by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;  
by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;  
by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;  
by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;  
by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38 and  
by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132;  
by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161;

by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book 953 at Page 113-115;

by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249;

by Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183;

by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Page 323-327;

by Eighteenth Amendment dated February 16, 2000 and recorded in the RMC at Deed Book 1015 at Page 37-40;

by Nineteenth Amendment dated May 15, 2000 and recorded in the RMC at Deed Book 1025 at Page 67-70;

by Twentieth Amendment dated November 30, 2000 and recorded in the RMC at Deed Book 1050 at Page 303-307;

by Twenty-First Amendment dated January 17, 2001 and recorded in the RMC at Deed Book 1055 at Page 153-156;

by Twenty-Second Amendment dated July 6, 2001 and recorded in the RMC at Deed Book 1081 at Page 68-86;

by Twenty-Third Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 64-67;

by Twenty-Fourth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 60-63;

by Twenty-Fifth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 56-59;

by Twenty-Sixth Amendment dated December 12, 2001 and recorded in the RMC at Deed Book 1104 at Page 346;

by Twenty-Seventh Amendment dated March 12, 2002 and recorded in the RMC at Deed Book 1118 at Page 52-55;

by Twenty-Eighth Amendment dated March 13, 2002 and recorded in the RMC at Deed Book 1118 at Page 48-51;

by Twenty-Ninth Amendment dated June 20, 2002 and recorded in the RMC at Deed Book 1133 at Page 275-278;

by Thirtieth Amendment dated December 19, 2002 and recorded in the RMC at Deed Book 1166 at Page 275-279;

by Thirty-First Amendment dated March 7, 2003 and recorded in the RMC at Deed Book 1179 at Page 213-216;

by Thirty-Second Amendment dated December 8, 2003 and recorded in the RMC at Deed Book 1235 at Page 91-95;

by Thirty-Third Amendment dated April 23, 2004 and recorded in the RMC at Deed Book 1270 at Page 203-208;

by Thirty-Fourth Amendment dated December 15, 2004 and recorded in the RMC at Deed Book 1328 at Page 237-242;

by Thirty-Fifth Amendment dated March 18, 2005 and recorded in the RMC at Deed Book 1349 at Page 147-150;

by Thirty-Sixth Amendment dated March 21, 2005 and recorded in the RMC at Deed Book 1349 at Page 156-159;

by Thirty-Seventh Amendment dated April 22, 2005 and recorded in the RMC at Deed Book 1359 at Page 100-126;

by Thirty-Eighth Amendment dated July 15, 2005 and recorded in the RMC at Deed Book 4005 at Page 1710 - 1714;

by Thirty-Ninth Amendment dated February 14, 2006 and recorded in the RMC at Deed Book 4046 at Page 403-406;

by Fortieth Amendment dated February 15, 2006 and recorded in the RMC at Deed Book 4046 at Page 407-410;

by Forty-First Amendment dated March 3, 2006 and recorded in the RMC at Deed Book 4049 at Page 1372-1375;

by Forty-Second Amendment dated August 22, 2006 and recorded in the RMC at Deed Book 4084 at Page 1127-1152;

by Forty-Third Amendment dated August 24, 2006 and recorded in the RMC at Deed Book 4085 at Page 58-61;

by Forty-Fourth Amendment dated December 15, 2007 and recorded in the RMC at Deed Book 4108 at Page 1020-1024;

by Forty-Fifth Amendment dated January 18, 2007 and recorded in the RMC at Deed Book 4113 at Page 1504-1507;

by Forty-Sixth Amendment dated February 26, 2007 and recorded in the RMC at Deed Book 4121 at Page 762-766;

by Forty-Seventh Amendment dated March 14, 2007 and recorded in the RMC at Deed Book 4124 at Page 1147-1150;

by Forty-Eighth Amendment dated April 12, 2007 and recorded in the RMC at Deed Book 4130 at Page 2332-2335;

by Forty-Ninth Amendment dated August 10, 2007 and recorded in the RMC Deed Book 4154 at Page 2263-2270;

by Fiftieth Amendment dated August 13, 2007 and recorded in the RMC Deed Book 4155 at Page 1125-1133;

by Fifty-First Amendment dated October 16, 2007 and recorded in the RMC Deed Book 4167 at Page 1484-1487;

**WHEREAS**, on August 13, 2007 the Board of Directors of the WPPOA mailed ballots to the Members of the WPPOA. Balloting took place over a thirty day period ending September 18, 2007 and,

**WHEREAS**, of the votes cast on the following proposed amendment, Amendment #2 (92%) were cast in favor thereof.

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

---

**Covenant Amendment #2**

**Subject: Power Boats Prohibited**

Resolved, that Part Two, Article 1, Section 30, Power Boats Prohibited, amended to read:



No boat, canoe or other watercraft **powered by an internal combustion engine** may be operated on any stream or lake within Woodside Plantation. **Only** manually-propelled canoes, row boats, **sailboats, electrical battery powered fishing/recreational vessels** or paddle-type boats of a conventional size and appearance **may be operated on the stream or lakes. Each lake-front property owner may request permission from the Association to store one privately owned boat, canoe or other watercraft (not powered by an internal combustion engine) on the shore of any lake or stream adjacent to their property. The storage location will only be approved if the vessel is completely out of sight of neighbors beside and across the lake from the property. ...No change to remainder of paragraph.**

This Fifty-Second Amendment to Declaration is executed this 7<sup>th</sup> day of January, 2008.

Witness:

Sylvia Spall  
Tina Y Baker  
Melanie Brock

WOODSIDE PLANTATION  
PROPERTY OWNERS  
ASSOCIATION

By:

Al Berry  
Its President (Al Berry)

And By:

Linda Swan  
Its Secretary (Linda Swan)

STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me Melanie Brock  
and made oath that (s)he saw the within named Al Berry, President of  
Woodside Plantation Property Owners Association, and Linda Swan  
Secretary of Woodside Plantation Property Owners Association, sign, seal and as  
their act and deed, deliver the within written instrument and that (s)he, with the  
other witness subscribed above, witnessed the execution thereof.

Melanie Brock  
Witness (Melanie Brock)

SWORN to before me this 7 day of January, 2008.

Patricia Leveille  
Notary Public for South Carolina  
My Commission Expires: 12/4/16  
(Seal)

PATRICIA T. LEVEILLE  
Notary Public, South Carolina  
My Commission Expires  
December 04, 2016

2008000694

AMENDED COVENANTS

RECORDING FEES

\$11.00

PRESENTED & RECORDED:

01-10-2008 10:27 AM

JUDITH WARNER

REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC

BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4181

PG: 1908 - 1912



2008002958

AMENDED COVENANTS

RECORDING FEES

\$11.00

PRESENTED & RECORDED:

01-31-2008 02:26 PM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4185

PG: 422 - 426

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )  
  
FIFTY-THIRD AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the fifty-third such addition to the Declaration; and

WHEREAS, as permitted by Part One, Article II, Section 2 of the Declaration, Reserve at Hollow Creek, LLC, a South Carolina limited liability company ("Hollow Creek"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Fifty-Third Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Section 5, Twin Pond Estates in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members

(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.

5. This Fifty-Third Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Fifty-Third Amendment/Supplementary Declaration is executed this 31st day of January, 2008.

Candida L. Adams  
Witness  
[Signature]  
Witness

Reserve at Hollow Creek, LLC

By: [Signature]

Kaye A. Shuler  
As Attorney-in-Fact  
See Book RB 4157, Pg. 2207

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Kaye A. Shuler, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 31<sup>st</sup> day of January 2008.

Virginia L. Miller  
Notary Public

My Commission Expires: 2/29/12

Kaye A. Shuler

## EXHIBIT "A"

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 20.31 acres subdivided into thirty-one (31) residential lots, numbered 501 through 517 and 523 through 536, inclusive, and also includes related roadways and common areas all shown and designated as Woodside Plantation Phase 4 Section 5 upon Record Plat thereof prepared by Southern Partners, Inc. dated August 28, 2007 last revised January 29, 2008, and recorded in Book PL 53, at Page 498, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel No. 108-11-01-001





2008018454

AMENDED COVENANTS  
RECORDING FEES \$10.00  
PRESENTED & RECORDED:

07-01-2008 04:15 PM

JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4211

PG: 505 - 508

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
**FIFTY-FOURTH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the fifty-fourth such addition to the Declaration; and

WHEREAS, as permitted by Part One, Article II, Section 2 of the Declaration, The Reserve at Woodside, LLC, a South Carolina limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, pursuant to Part One, Article II, Section 2(d) of said Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

NOW, THEREFORE, the undersigned The Reserve at Woodside, LLC, by its authorized attorney-in-fact, does hereby state and provide as follows:

1. The WHEREAS clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Fifty-Fourth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase III, Section 1-A, The Overlook in The Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "The Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members

(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. This Fifty-Fourth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Fifty-Fourth Amendment/Supplementary Declaration is executed this 14<sup>th</sup> day of May, 2008.

[Signature]  
Witness  
[Signature]  
Witness

The Reserve at Woodside, LLC  
By: [Signature]  
Diana M. Peters  
As Attorney-in-Fact  
See Misc. Book 1228, at Page 191

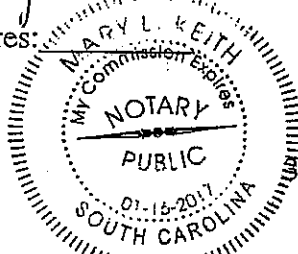
STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 14<sup>th</sup> day of May, 2008.

[Signature]  
Notary Public  
My Commission Expires:



[Signature]

## EXHIBIT "A"

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 8.92 acres subdivided into nine (9) residential lots, numbered 1A.1 through 1A.9, inclusive, and also includes related roadways and common areas all shown and designated as Phase 3, Section 1-A upon Record Plat thereof prepared by Southern Partners, Inc. dated January 22, 2008 last revised March 30, 2008, and recorded in Book PL 53, at Page 822, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel No. 107-15-20-001

RETURN TO:  
R. E. Hanna, III, Esquire  
Hull Barrett, PC  
111 Park Avenue, S.W.  
Aiken, SC 29801

2010013174  
AMENDED COVENANTS  
RECORDING FEES \$10.00  
PRESENTED & RECORDED:  
06-08-2010 12:30 PM  
JUDITH WARNER  
REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC  
BY: LYNN STEMBRIDGE DEPUTY  
BK: RB 4310  
PG: 2166 - 2169

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

FIRST AMENDMENT TO FIFTY-FIFTH  
AMENDMENT/ SUPPLEMENTARY  
DECLARATION TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE PLANTATION  
PROPERTY OWNERS' ASSOCIATION, INC. AND  
WOODSIDE DEVELOPMENT COMPANY OF  
AIKEN, INC.

(Highlands in the Reserve)

THIS FIRST AMENDMENT TO FIFTY-FIFTH AMENDMENT / SUPPLEMENTARY  
DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF AIKEN, INC. ("Amendment") is entered this 25<sup>th</sup> day of  
May, 2010, by THE RESERVE AT WOODSIDE, LLC, a South Carolina limited liability  
company ("Company").

WITNESSETH

WHEREAS, the Company executed the Fifty-Fifth Amendment/Supplementary Declaration  
to the Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc. and  
Woodside Development Company of Aiken, Inc. (the "Fifty-Fifth Amendment"), which  
document was dated June 2, 2008, and was recorded in the Aiken County RMC Office on June  
25, 2008, in Record Book 4210, pages 50-73;

WHEREAS, the Fifty-Fifth Amendment brought the Property (as described in the Fifty-Fifth  
Amendment) within the plan and operation of the Covenants and Restrictions of Woodside  
Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken,  
Inc. dated September 5, 1986, and recorded in the Aiken County RMC Office in Misc. Book 451,  
page 93;

WHEREAS, the Company desires to provide for joint driveways within the Property; and

WHEREAS, pursuant to the provisions of Section 10.4 of the Declaration of Covenants and  
Restrictions for The Highlands in the Reserve at Woodside Plantation ("the Covenants"), attached

as Exhibit "B" to the Fifty-Fifth Amendment, the Company desires to amend the Fifty-Fifth Amendment and the Covenants to provide for joint driveways.

NOW THEREFORE, the Fifty-Fifth Amendment and the Covenants are amended as follows:

1. A new Section 8.6 is added to Article VIII of the Covenants as follows:

8.6. In the event that any plat of a Lot or Lots prepared and recorded at the request of the Company shows a driveway (the "Joint Driveway") that is located partially on two Lots, the Record Owner of each of said Lots, and each of said Record Owner's heirs, successors, and assigns, shall have and is hereby granted a non-exclusive easement in perpetuity for vehicular and pedestrian ingress and egress over the Joint Driveway as necessary to provide access from each of said Record Owner's Lot and the roadway connected to the Joint Driveway. Neither Record Owner shall park on or allow any obstruction to the Joint Driveway. The easement and restriction set forth in the section shall run with the land.

2. Except as specifically modified herein, the Fifty-Fifth Amendment and the Covenants shall remain in full force and unmodified.

[EXECUTION ON FOLLOWING PAGE]

This Amendment is executed under seal the day and year first above written.

SIGNED, SEALED and DELIVERED  
in the presence of:

Witness

Diana M. Peters

Witness

THE RESERVE AT WOODSIDE, LLC, a  
South Carolina limited liability company  
(Seal)

By: Richard B. Steele

Print Name: Richard B. Steele

As Its: Chairman Board of Managers

State of South Carolina )

County of Aiken )

Acknowledgment

I, Diana M. Peters, a notary public for South Carolina, do hereby certify  
that Richard B. Steele, on behalf of the Company, personally appeared before me this day  
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 25<sup>th</sup> day of May 2010.

Diana M. Peters

Notary Public

(Notarial Seal)

My Commission Expires:

My Commission Expires  
September 17, 2012



# AFFIDAVIT OF MAILING

Pursuant to Subsection 10.4 of the Declaration of Covenants and Restrictions for The Highlands in the Reserve at Woodside Plantation, dated June 2, 2008, and recorded in the Aiken County RMC Office on June 25, 2008, in Record Book 4210, pages 50-73 (the "Covenants"), the undersigned, on behalf of THE RESERVE AT WOODSIDE, LLC, a South Carolina limited liability company, personally appeared before me and, being first duly sworn, certified that s/he mailed copies of the within First Amendment to Fifty-Fifth Amendment/Supplementary Declaration to the Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken, Inc., to each Record Owner, as defined in the Covenants, by placing copies thereof in envelopes, addressed to each Record Owner at the last known mailing address of each Record Owner, proper prepaid first class postage affixed thereto, and depositing same in the United States Mail on the 25<sup>th</sup> day of May, 2010.

Subscribed, sealed and sworn to before me under seal this 25<sup>th</sup> day of May, 2010.

Lillian M. Peters

Notary Public

My Commission Expires: \_\_\_\_\_

(Notarial Seal)

My Commission Expires  
September 17, 2012

THE RESERVE AT WOODSIDE, LLC, a South Carolina limited liability company (Seal)

By: [Signature]

Print Name: Richard B. Steele

As Its Chairman, Board of Managers

2008017739

AMENDED COVENANTS

RECORDING FEES

\$30.00

PRESENTED & RECORDED:

06-25-2008 04:00 PM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4210

PG: 50 - 73

Return To:

R.E. Hanna III, Esq.

Hull, Towill, Norman, Barrett & Salley

111 Park Avenue, S.W.

Aiken, SC 29801

7083-9

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

FIFTY-FIFTH AMENDMENT /  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.

THIS FORTY-SIXTH AMENDMENT / SUPPLEMENTARY DECLARATION TO THE COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC. (this "Amendment") is made this 2<sup>nd</sup> day of June 2008, by THE RESERVE AT WOODSIDE, LLC, a South Carolina limited liability company ("Company").

RECITALS:

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Plantation Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as the "Master Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina in Misc. Book 451, at Page 93, et seq.; and

WHEREAS, the Master Declaration has been amended from time to time and this Amendment becomes the forty-sixth such addition to the Master Declaration;

WHEREAS, as permitted by Part One, Article II, Section 2 of the Master Declaration, Company, as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and operation of the Master Declaration by filing this Amendment to the Master Declaration with respect to additional properties which shall then extend the operation and effect of the Master Declaration to such additional properties and, after filing of the same, said additional properties shall fall within the definition of "Property" as set forth in the Master Declaration;

WHEREAS, pursuant to Part One, Article II, Section 2(d) of said Master Declaration, Company desires to establish an additional neighborhood association for the property described herein in Exhibit "A" for the purposes set forth in the Master Declaration. This association has

been established pursuant to South Carolina law, is known as The Highlands Neighborhood Association, and is governed by the By-laws as set forth in Exhibit "C" of this Amendment; and

WHEREAS, Company also desires to establish additional easements, covenants and restrictions for the property described in Exhibit "A" by filing the Declaration of Covenants, Easements, and Restrictions for as Exhibit "B" hereto.

NOW, THEREFORE, Company, does hereby state, impose, and provide as follows:

1. The recitals set forth above are incorporated into and made an integral part of this Amendment as if restated herein.

2. Pursuant to the authorities set forth in Part One, Article II, Section 2 of the Master Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Amendment, be brought within the plan, effect, and operation of the Master Declaration, and the Master Declaration shall henceforth apply equally to such additional property and such additional property shall henceforth fall within the definition of "Property" as set forth in the Master Declaration, and the same property shall be further subject to the additional Covenants set forth in Exhibit "B" and governed pursuant to the By-laws set forth in Exhibit "C."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home

within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. This Amendment is a self-executing amendment and addition to the Master Declaration pursuant to the authority of Part One, Article II, Section 2 of the Master Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed herein, or as previously modified, supplemented or changed, the Master Declaration described above is reaffirmed and restated, shall remain in full force and effect, and shall govern the property described on Exhibit "A".

This Fifty-Fifth Amendment/Supplementary Declaration is executed under seal this 2<sup>nd</sup> day of June, 2008.

[Signature]  
Witness

Liana M. Peters  
Witness

THE RESERVE AT WOODSIDE, LLC, a  
South Carolina limited liability company  
(Seal)

By: [Signature]

Print Name: Richard B. Steele

As its: Chairman Board of Mgrs.

State of South Carolina )

County of Aiken )

Acknowledgment

I, Liana M. Peters, a notary public for South Carolina, do hereby certify that Richard B. Steele personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 2<sup>nd</sup> day of June, 2008.

Liana M. Peters  
Notary Public

My Commission Expires:

My Commission Expires  
September 17, 2012

(Notarial Seal)

Exhibit "A"

*The Reserve at Woodside Plantation Phase 3 Section 15*

All those certain pieces, parcels or tracts of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, designated as Tracts 1, 2, 3, 4 and 5; Lots 15.19 and 15.20; and roadways and common areas with a cumulative total of 11.97 acres, more or less, and being shown on that Record Plat of The Highlands, Woodside Plantation, Phase 3, Section 15 prepared for The Reserve at Woodside, LLC dated May 12, 2008, and recorded in the Aiken County RMC Office on May 16, 2008, in Book PL 53 at Pages 788-789; reference being made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

This being the property conveyed to The Reserve at Woodside, LLC by deed of Sidewood Development, LLC dated February 2, 2007, and recorded in the Aiken County Register of Deeds Office in Book 4116, page 1621.

Portion of Tax Parcel No. 108-06-03-001.

Exhibit "B"

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

DECLARATION OF COVENANTS,  
EASEMENTS AND RESTRICTIONS FOR THE  
HIGHLANDS IN THE RESERVE AT  
WOODSIDE PLANTATION

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR THE HIGHLANDS IN THE RESERVE AT WOODSIDE PLANTATION (this "Declaration") is made this 1<sup>st</sup> day of June, 2008, by The Reserve at Woodside LLC, a South Carolina limited liability company ("Company").

RECITALS:

WHEREAS, Company is the owner of the Property described in Section 1 of this Declaration and desires to create thereon a planned neighborhood, known as The Highlands, consisting of approximately 31 attached and detached single family homes with open spaces and Common Property for the benefit of The Highlands neighborhood;

WHEREAS, Company desires to provide for the preservation of the values and amenities in said neighborhood and for the maintenance of open spaces and Common Property and, specifically, maintenance of all landscaping within the Property and the maintenance of the Exterior of Units, as hereinafter described; and, to this end, desires to subject the Property described in Section 1 to the covenants, restrictions, easements, affirmative obligations, charges and liens hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said Property and each and every Record Owner of any and all parts thereof; and

WHEREAS, Company has deemed it desirable, for the efficient preservation of the values and amenities in said neighborhood, to create an agency to which shall be delegated and assigned the power and authority of maintaining and administering and enforcing this Declaration and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created.

NOW, THEREFORE, Company declares that the Property described in Section 1 is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens hereinafter set forth:

ARTICLE I  
DEFINITIONS

"Assessment" shall mean the share of the Common Expenses and special assessments of a Record Owner, assessed against said Record Owner and his individual Lot, from time to time, by the Association, in the manner hereinafter provided.

"Association" shall mean and refer to The Highlands in The Reserve Neighborhood Association, a South Carolina non-profit mutual benefit corporation.

"Common Expenses" shall mean and includes, to the extent determined and approved by the Association, (a) all expenses incident to the administration, maintenance, repair and replacement of the Common Areas; (b) expenses determined by the Association to be common expenses and which are lawfully assessed against the individual Lot owner; (c) utility costs including, but not limited to, electrical, irrigation, water and other similar type services for the Common Areas; (d) taxes and insurance including, but not limited to, liability insurance on the Common Areas; (e) ground maintenance cost for the Common Property and Lots, including cost of upkeep and expense for any and all future recreational facilities or common amenities including, but not limited to, gazebos, picnic areas, entranceways, signage and related landscaping, lighting, sidewalks, etc.; (f) a management fee, if any, for the administration of the Association; (g) any special assessments for capital improvements, as hereinafter described; and (h) all expenses incident to the maintenance and repair of the Exterior of Units approved and designated as such by the Association.

"Common Property" and "Common Areas" shall mean any land as may be described and defined on the Plat as Common Areas or Common Property and any and all other areas which may be designated by the Association, at its sole discretion, as Common Property but shall not include any portion of a Lot conveyed to a Record Owner.

"Exterior of Units" shall mean and refer to that portion of a Unit as shall be exposed to the weather or elements, to include, but not be limited to, the following: siding, fascia, roofs, shingles, flashings, chimneys, exterior trim, exterior doors and windows (to include sill, frames, locksets, hardware and glass). Specifically excluded from the definition of "Exterior of Units" are mechanical systems (such as heating, air conditioning, electrical, gas, plumbing (to include all piping and ductwork associated therewith)).

"Lot" shall mean any improved or unimproved parcel of land intended for the construction of a single-family dwelling as shown on the Plat, with the exception of Common Property, as heretofore defined. It constitutes the area capable of individual ownership by the Record Owner of each Lot, and it is the area in which no fee ownership rights are present in any other person except the Record Owner of said Lot, and it is an area capable of hypothecation or conveyance by said Record Owner in accordance with the terms hereof and in accordance with the laws of the State of South Carolina.

"Plat" shall mean that plat described on Exhibit "A" to the Forty-Sixth Amendment to the Master Declaration, to which this Declaration is attached.

"Property" shall mean and refer to all the property more clearly described on the Plat. The Property shall be comprised of Common Areas and Lots.

"Record Owner" shall mean the owner, whether one or more persons, whether artificial or natural, of the fee simple title in and to any Lot within the Property, excluding however, those persons having such interest merely as security for the performance of an obligation.

"Unit" shall mean and refer to any building situated on a Lot intended for use and occupancy by a single family.

## ARTICLE II PURPOSE IN GENERAL

2.1 Company intends to convey out of the Property Lots to individual Record Owners. Each Record Owner shall acquire fee simple absolute title to the respective Lot designated in the deed of conveyance and an easement right to enter upon, use and enjoy all Common Property, as defined above and shown on the Plat. The Common Areas shall be owned by the Association and each Record Owner shall be responsible for the costs and expenses associated with the Association's ownership, control, maintenance, repair and replacement of the Common Areas by payment of the assessment provided for herein. The easement rights of each Record Owner shall and must be conveyed along with the Record Owner's interest in a Lot.

2.2 The Units to be constructed on the Lots shall be single family residential homes constructed in accordance with the building guidelines applicable to Phase III, Section 15, The Highlands in The Reserve at Woodside Plantation which building guidelines are an integral part of the community, and each Unit and Lot must be constructed or landscaped in a manner consistent with such guidelines. The Association has the exclusive right to create, amend, update, govern and enforce the building guidelines either directly or through the Architectural Review Board of Woodside Plantation.

2.3 The Lot and the Record Owners' accompanying inseparable interest in the Common Property and membership in the Association must be conveyed and/or encumbered together.

2.4 The Association shall be solely responsible for the upkeep, maintenance and repair of the Exterior of Units, and the costs for the same shall be a Common Expense; provided, however, any repair to the Exterior of a Unit which is the result of the negligent or willful act of a Record Owner or his invitee shall be chargeable as a special assessment against the offending record owner and his Lot and not a Common Expense. Said special assessment shall be collectable against the offending Record Owner in the same manner as a Common Expense and assessment. It shall be the responsibility of each Record Owner to maintain and keep in good repair the interior of the Unit.

2.5 Company shall be responsible for the initial landscaping and installation of irrigation, retaining walls and other improvements upon the Common Property as may be deemed appropriate.

2.6 The Association shall have the right to approve the landscape plans for each Lot and shall ensure that the initial landscaping installed at each Lot is in accordance with the building guidelines and blends seamlessly with the landscaping installed at neighboring Lots. The Association shall further be responsible for the upkeep, care, repair and maintenance of the Common Property and the landscaping on each Lot following installation. The Association shall have the perpetual and exclusive right of ingress and egress onto each Lot for the purpose of maintaining the landscaping on each Lot. The Association shall further have the perpetual and exclusive right to maintain the landscaping on each Lot and the expense of landscape maintenance or replacement shall be included in the assessment allocated to each Lot and Record Owner.

2.7 Record Owner shall have no right to maintain, change, replace or otherwise modify the landscaping installed on his or her Lot nor receive a credit or adjustment in the assessment allocated to such Lot or Record Owner. Record Owner shall further have no right to repair, maintain, paint, change, replace or otherwise modify the Exterior of any Unit or other improvements upon his or her Lot without the prior written consent of the Association.

### ARTICLE III

#### THE HIGHLANDS IN THE RESERVE NEIGHBORHOOD ASSOCIATION



3.1 The Association shall consist of all Record Owners and shall be incorporated as a South Carolina Not-For-Profit Corporation unless otherwise directed by a vote of seventy-five percent (75%) of the Record Owners. Each Record Owner shall be a member of said Association, shall have an equal interest therein, and shall be entitled to one (1) vote at said organization meeting and at all other meetings. Upon the conveyance of a Lot and Unit, the grantor's membership shall cease as of the time of said conveyance, and the grantee thereof shall then become a member of the Association by virtue of his ownership of such Lot and Unit.

3.2 So long as Company shall own any Lot or Unit it shall be entitled to voting membership in the Association as follows: Company shall be entitled to the same number of votes as held by the Record Owners plus one (1). This provision, without further reference herein, shall be self-operative and its applicability shall be determined by reference to the applicable property records of Aiken County, South Carolina.

3.3 The governing of the Association shall be in accordance with the by-laws of the Association attached to the Forty-Sixth Amendment/Supplementary Declaration as Exhibit "C."

3.4 The purpose of the Association is to take all necessary action regarding the governing, maintenance and repair of the Common Property, the Exterior of Units, and the landscaping of the entire Property as well as the approval of all landscaping prior to installation and maintenance, replacement or alterations thereto following installation, on each Lot and to use its best reasonable efforts to assure that no unsightly, dangerous, bad repair or other unkempt conditions exist. Further, the Association shall have the power to order the Record Owner to keep in good repair and maintenance their Lot and Unit, and, in the event of their failure to do so, to take such action as authorized herein.

3.5 The Association shall be given, and it hereby reserves, the unfettered right and easement to come upon any individual Lot and Common Property for the correction of any unsightly, unkempt, unrepaired or dangerous condition and such entry shall not be deemed a trespass. The Association will provide written notice by hand-delivery or certified mail, return receipt requested, as practicable, providing three (3) days notice to a Record Owner, commencing upon the receipt of the notice by such Record Owner, of the Association's intention to come upon any Lot or Unit for the purposes set forth herein.

3.6 The Association shall have the right to contract for all types of insurance for the Common Property as may be deemed appropriate and to serve as Trustee under any insurance trust established for the purpose of holding and disbursing insurance proceeds as the Association may direct.

#### ARTICLE IV

##### DETERMINATION OF COMMON EXPENSES AND ASSESSMENTS

4.1 The Association shall, from time to time, and at least annually, prepare a budget and determine the amount of the assessments payable by the Record Owner to meet the current expenses of said Association. The Association shall not, after the establishment of the initial assessment, cause the amount of the assessments to increase by more than five percent (5%) over the previous year's assessments for the next three (3) years of assessments.

4.2 The Association shall advise all Record Owners annually, in writing, of the amount of Common Expenses payable by each of them, respectively, as determined by the budget of such Association, as aforesaid, and shall furnish copies of such budget to all Record Owners. The Common Expenses so assessed against the Record Owner shall be a lien on said Record Owner's individual Lot but

subordinate to any prior attaching mortgage lien. Upon approval of the budget it will be divided by the number of Lots to determine the assessment payable by each Record Owner to the Association; provided, however, the Association may, in its sole discretion, allocate a greater portion of the Common Expenses or any special assessment to improved Lots and adjust the assessment against each Record Owner accordingly.

4.3 All Record Owners shall be obligated to pay the common expenses assessed by the Association monthly or at such other time or times as said Association may determine, and said expenses shall constitute a lien on the Lots. Said Association may authorize Common Expenses to be collected by a managing agent and designate such other duties to the managing agent as deemed desirable.

4.4 The Association may, as part of the annual budget, establish and maintain reserve accounts for the purpose of funding major maintenance, repair or replacement of the improvements located on or within the Common Areas and Lots.

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

4.6 No Record Owner may exempt himself from liability for his contribution for the common expenses by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot.

4.7 A seller of a Lot or Unit shall not be liable for the payment of any part of the common expenses assessed subsequent to a sale, transfer or other conveyance of such Lot or Unit.

4.8 A purchaser or grantee of a Lot shall be jointly and severally liable with the seller thereof for the payment of common expenses assessed against said Lot prior to the acquisition or conveyance of said Lot, without prejudice to the purchaser's or grantee's right to recover from the seller the amounts paid by the purchaser or grantee thereof. The purchaser's or seller's liability for common expenses assessed prior to the acquisition, or conveyance of such Lot shall not be in excess of the amount set forth in a statement provided under Subsection 4.9 herein. A mortgagee of a Lot at a foreclosure sale of such Lot or acquiring said Lot by deed in lieu of foreclosure shall not be liable for, and such Lot shall not be subject to, a lien for the payment of common expenses or special assessments assessed prior to the date of the foreclosure sale or the date of the conveyance of the Lot to the mortgagee in lieu of foreclosure. Such unpaid common expenses shall then be deemed to be common expenses collectible as the Association considers appropriate.

4.9 The Association shall promptly provide any Record Owner or grantee or prospective grantee or purchaser (or any attorney or agent thereof), so requesting the same, a written statement of all unpaid common expenses or other assessments due from such Record Owner. The Association shall be entitled to charge a reasonable fee for providing the statement.

4.10 The Association shall assess common expenses (to include special assessments under Subsection 4.5) against the Record Owner on an annual basis and said assessments shall be due and payable thirty (30) days after the adoption of the annual budget by the Record Owner and shall be

delinquent thereafter. The Board of Directors of the Association may permit the payment of common expenses (to include special assessments under Subsection 4.5) on an installment basis. The minimum period of payment shall not be more frequent than monthly. In the event of the adoption of any installment payment plan, if any installment shall be more than ten (10) days delinquent, the entire remaining balance due on the assessment shall become immediately due and payable without further notice and at that time shall be deemed to be in default, and said remaining balance due shall, from that date, accrue interest at the rate set forth in Subsection 4.11. The Board of Directors of the Association shall take prompt action to collect any common expenses due from any Record Owner who is delinquent. Any Record Owner who fails to pay such assessment within said thirty (30) day period or ten (10) day period, whichever is applicable, shall be considered delinquent and in default. Any Record Owner who is delinquent and in default, until such default and delinquency is cured, shall not be entitled to vote at meetings of the Association.

4.11 In the event of delinquency and default by any Record Owner in paying the Association the common expenses assessed against him, the Record Owner shall be obligated to pay interest at 1% per month or such other rate established by the Board of Directors of the Association from the date of delinquency and default until time of payment, and shall also be liable for any costs of collection, including reasonable attorneys' fees and court costs incurred by the Association in any proceeding brought to collect such unpaid common expenses. The Association shall have the right and duty to attempt to recover any unpaid common expenses and all expenses of collection.

4.12 The Association shall have the right to foreclose its lien for unpaid common expenses in accordance with the laws of the State of South Carolina pertaining to foreclosure of liens on real estate.

4.13 The lien for the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessment; provided, however, that such lien shall only apply to the assessments which have become due and payable prior to the sale of the property pursuant to an Order or Decree of Foreclosure. Such sale shall not act to relieve such property from any assessment accruing after the sales date or for any installment of a previously assessed assessment due after the sales date.

4.14 In any action brought by the Association to foreclose its lien on a Lot, the Record Owner shall be required to pay reasonable rent, as determined by the Association, for the use of his Lot from the date of his default in payment of common expenses, and the Plaintiff (Association) in such foreclosure action shall be entitled to the appointment of a receiver, without surety or bond, to collect said rent. The Association, acting on behalf of all Record Owners, shall have the right to purchase such Lot at said foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same, subject, however, to applicable restrictions of record.

4.15 A suit to recover a money judgment for unpaid common expenses shall be maintainable by the Association without first foreclosing or waiving its lien for unpaid common expenses.

4.16 Company shall be required to pay common expenses on Lots and Units it owns. Notwithstanding anything to the contrary herein or in the Bylaws, for so long as Company is the Record Owner of any Lot, Company shall have the right to establish the annual budget of the Association and any special assessments.

#### ARTICLE V COMMON PROPERTY

5.1 The Common Property shall, upon conveyance to the Association by Company, be owned by the Association. The Record Owner of all the Lots and Units within the Property shall be responsible for the costs and expenses associated with the Association's ownership, control, maintenance, repair and replacement of the Common Areas by payment of the assessment provided for herein. A Record Owner's easement rights of access to, use and enjoyment of the Common Property and membership in the Association shall be deemed conveyed along with the Record Owner's Lot, whether or not such easements, rights and obligations are described in said deed.

5.2 The Common Property shall remain undivided and no Record Owner shall bring any action for partition or division.

5.3 The easement rights of each Record Owner in the Common Property and membership in the Association shall not be separated from the Lot and Unit to which it appertains and shall be deemed conveyed or encumbered with the Lot, even though such interest is not expressly mentioned or described in the conveyance or other instrument.

5.4 Subject to the provisions of this Declaration and the rules and regulations of the Association, every Record Owner shall have the right and easement of enjoyment in and to the Common Property specifically designated in their deed of conveyance, and such easement shall be appurtenant to and shall pass with title of every Lot; provided, however, that such enjoyment does not create unsightly conditions or constitute offensive behavior.

#### ARTICLE VI

##### EASEMENT FOR COMPLETION OF THE COMMON PROPERTY

6.1 It is expressly agreed and understood that certain Record Owners shall acquire title to Lots and Units and an easement to enter upon, use and enjoy the Common Property prior the completion of improvements on the Property and Common Property. Accordingly, Company hereby reserves the right of unlimited use of and ingress and egress to and from all Common Property for the purpose of development of the Property and Common Property and for development of any other property hereinafter submitted to this Declaration.

#### ARTICLE VII

##### PROHIBITION AGAINST ALTERATIONS OF UNITS AND LANDSCAPING

7.1 No Record Owner shall make or permit to be made any alteration, including changing the model, style or color of doors, windows or any hardware associated therewith, to the Exterior of a Unit without first obtaining written permission of the Association.

7.2 No Record Owner shall change the exterior color or appearance of his Unit without first obtaining written consent of the Association.

7.3 No Record Owner shall plant or remove any shrubbery, flowers, vegetables, grass or trees on his Lot or on any Common Property, nor alter any Lot or any Common Property by adding or removing any objects, including, but not limited to, statues, walkways or decks, without first obtaining written consent of the Association. Record Owners shall have the right to place potted plants upon their respective Lots and Units; subject, nevertheless, to the Association's right to require removal of such items, if deemed offensive or unsightly.

7.4 The Association may delegate to a committee of the Board of Directors, which shall be composed of three people, at least one of whom shall be a member of the Board of Directors, authority to review and approve all proposed alterations contemplated under this Section 7, which require the consent of the Association.

## ARTICLE VIII EASEMENTS

8.1 Each Record Owner, his heirs, executors, administrators, assigns, agents, servants, invitees and members of his family, is hereby granted a non-exclusive easement for ingress and egress over the Common Property for the use and enjoyment thereof, and such easement shall not in any way imply or be interpreted to prohibit or disallow any other Record Owner from coming onto and enjoying the use of any portion of the Common Property as hereinbefore designated.

8.2 The Record Owner, his heirs, executors, administrators, assigns, agents, servants, invitees, and members of his families, are hereby granted a general non-exclusive easement to park vehicles on the parking areas, if any, provided within the Common Property. Said easement right shall, nevertheless, be limited to any and all restrictions placed thereon by the Association. The use of the Common Property shall be subject to the rules and regulations of the Association and the Declarations contained herein.

8.3 The Association shall have a perpetual easement to enter upon any Lot and the Exterior of Units for the purpose of carrying out its maintenance and repair obligations under this Declaration.

8.4 In the event any Unit shares a common wall with any other Unit, each Record Owner of such Units shall have a perpetual easement in such common wall for support of the roof structure and adjoining walls. Said party walls shall not be modified or altered in any way (except for painting of each Record Owner's interior walls) without consent of both affected Record Owners. In the event of fire or other casualty, either Record Owner shall have the right to reconstruct the party wall to its pre-existing specifications at its pre-existing location.

8.5 Notwithstanding any provision contained in this Declaration, it is expressly agreed that the above easements are perpetual and shall not be terminated in the event of termination of this Declaration.

## ARTICLE IX MISCELLANEOUS

9.1 Each Record Owner shall take care that all garbage and refuse be sealed in plastic garbage bags or similar containers before removal from the Unit and deposited in such location on the Lot as to be inoffensive to others.

9.2 No obnoxious or offensive activities shall be carried on in the Lots or Units, nor shall anything be done thereon or therein tending to create embarrassment, discomfort, annoyance, or a nuisance to the other Record Owners. There shall not be maintained in or on any Lot any poultry, animals or device or thing of any sort whose normal activities or existence is in any way obnoxious, dangerous, unsightly, unpleasant or of a nature that may diminish the enjoyment of the Common Areas, Lots and Units.

9.3 Short term rental of any Unit is expressly permitted so long as such short term rental is in accordance with the provisions of the Declaration of Covenants and Restrictions of Woodside Plantation. Nothing contained herein shall be construed to prohibit the imposition of rules and regulations by the Association relating to the Common Property; provided that such rules and regulations shall not discriminate against Record Owner engaging in short term rental or their tenants. Tenants shall be governed at all times, and in pertinent part, by the provisions of this Declaration.

9.4 Notwithstanding any prohibitions contained in the Master Declaration, Record Owner shall have the right to sublease from Woodside Golf LLC a golf cart and keep and maintain such cart on the Lot for the exclusive use of the Record Owner pursuant to the terms of a validly existing sublease agreement with Woodside Golf LLC. Record Owner may use the golf cart to travel on and over the Common Property or Common Areas as well as those portions of the cart path owned by Woodside Golf LLC to directly access The Reserve Club or The Village at Woodside. Access to The Village will include the ability to cross The Reserve Club Drive only at clearly designated cart crossing(s), otherwise golf carts may not be operated on The Reserve Club Drive or any other roadway within Woodside Plantation. All golf carts shall be stored within the garage or cart storage areas of the Units as provided for in the sublease agreement and may not be parked in driveways or on the roadways overnight. The rights granted by this provision shall only extend to golf carts which are subleased by Record Owner from Woodside Golf LLC.

#### ARTICLE X ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS AND AMENDMENTS

10.1 The covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming by or under them, to include, but not be limited to, the successors and assigns, if any, of Company or the Association for a period of twenty-five (25) years from the execution date of this Declaration. All such covenants, restrictions and affirmative obligations shall be automatically extended for an unlimited number of successive periods of ten (10) years, unless an instrument signed by a majority of the then Record Owners terminates said covenants.

10.2 In the event of any violation or breach of any of the covenants, restrictions or affirmative obligations contained herein by any person or other legal entity, the Record Owner, or any of them, jointly or separately, shall have the right to proceed at law or equity to seek damages or compel compliance with the terms hereof and to prevent further violations or breaches. In addition to the foregoing, the Association shall have the same rights to proceed at law or at equity.

10.3 The invalidation by any court of any provision or portion of this Declaration shall in no way effect any of the other provisions or portions, and the remaining portions hereof shall remain in full force and effect.

10.4 Any of the foregoing terms of this Declaration may be amended, except where this Declaration may otherwise provide, by a vote of three-fourths (3/4) of the total membership of the Association; provided, however, that Company, its successors and assigns, retains the right, for so long as it is the Record Owner of any Lot, to amend this Declaration by the filing in the Office of the RMC for Aiken County a Declaration of Amendment and by mailing copies thereof to each Record Owner at the address of the Lot, or, if a Record Owner is known not to reside on the Lot, to any appropriate mailing address of a Record Owner known to Company. Company shall affix an Affidavit of Mailing to the

Declaration of Amendment, wherein it is certified that copies of the Declaration of Amendment have been mailed in accordance with the foregoing provisions.

10.5 Company, its successors and assigns, reserves the right to assign its rights as the Declarant hereunder as it, in its sole and exclusive judgment, shall deem appropriate. An assignment may be in whole or in part and may be either exclusive or non-exclusive.

10.6 Company does hereby declare that the provisions contained herein are rights, restrictions, conditions, and affirmative obligations, all constituting covenants running with the land, conveyed by Company by deed or other written instrument, whether or not specific reference is made to said covenants in the instrument of conveyance.

IN WITNESS WHEREOF, Company has caused this Declaration to be executed under seal the day and year first above written.

[Signature]  
Witness

The Reserve at Woodside LLC,  
a South Carolina limited liability company (Seal)

Liana M. Peters  
Witness

By: [Signature]  
Print Name: Richard B. Steele  
As Its: Chairman, Board of Managers

State of South Carolina     )  
  ) Acknowledgment  
County of Aiken             )

I, Diana M. Peters, a notary public for the State and County aforesaid, do hereby certify that Richard B. Steele personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 2nd day of June, 2008.

Liana M. Peters

Notary Public  
My Commission Expires:

My Commission Expires  
September 17, 2012

(Notarial Seal)

Exhibit "C"

BY-LAWS  
OF  
THE HIGHLANDS IN THE RESERVE NEIGHBORHOOD ASSOCIATION

ARTICLE I  
NAME AND DEFINED TERMS

1.1 Name. The name of the corporation shall be The Highlands in The Reserve Neighborhood Association (the "Association"), a mutual benefit corporation, organized under the South Carolina Nonprofit Corporation act of 1994 (the "Act").

1.2 Capitalized Terms. All capitalized terms used in these By-Laws and not defined in these By-laws shall have the meaning ascribed to such terms in the Declaration (as hereafter defined).

ARTICLE II  
PURPOSE AND POWERS

2.1 Purpose. The purpose of the Association shall be to take all necessary action regarding:

a. governing, use and maintenance of the Common Property and amenities of the property entitled Phase III, Section 15, The Highlands in The Reserve at Woodside Plantation, City of Aiken, Aiken County, South Carolina, as shown and described on the Plat as set forth and defined in the Declaration;

b. governing, use and maintenance of such other areas within the Property as the Board may agree to be obligated to govern, use and maintain; provided, that such agreement shall be in writing and shall be approved by a vote of not less than seventy-five percent (75%) of the Members at any regular or special meeting of the Association; provided, however, The Reserve at Woodside LLC (the "Company") has, under the Declaration (as hereinafter defined), retained the right to submit additional properties to the Declaration without further consent; and

c. enforcement of the various covenants and restrictions of record encumbering the Property.

2.2 Powers. The purpose set forth hereinabove, together with the provisions of the Declaration and Articles of Incorporation of the Association, shall grant the Association all powers necessary to carry out the stated purposes, to include, by way of example and not by way of limitation, the power to own, acquire, build, operate and maintain the Common Areas and any and all structures that are or may be in the future located thereon and the right and obligation to maintain the Exterior of Units; the power to fix and collect all annual and special assessments levied against the Lots, together with all late charges, penalties, interest, attorneys' fees, court costs, and any other costs of collection; the power to enforce by action at law or in equity all declarations and restrictions encumbering the Common Property, Units and Lots and all rules and regulations adopted by the Board of Directors; and the power to pay taxes and insurance, if any, on all properties, real and personal, of the Association. The Association, upon an affirmative vote of eighty percent (80%) of the Record Owners at a duly called meeting, shall have the power to mortgage the Common Property. The Association, by and through the Board of Directors, shall further have the power to pledge the power of assessment contained in the Declaration as set forth in these By-Laws for the purpose of securing indebtedness of the Association; provided, however, upon the pledge



of such power, the Board of Directors is limited to the extent that the pledge of such power of assessment is limited so as to provide that in no event shall the pledgee be allowed to accelerate such indebtedness wherein such acceleration will result in any increase in any assessment beyond the amount originally provided under the terms of the note evidencing such indebtedness for the retirement of the indebtedness.

### ARTICLE III DECLARATION AND RESTRICTIONS

3.1 All of the terms and provisions of the Declaration are specifically incorporated herein by reference thereto.

### ARTICLE IV PERSONAL APPLICATION

4.1 All present or future Record Owners, tenants, or their employees, or any other person that might use the facilities owned by the Association in any manner, are subject to these By-Laws and any rules and regulations promulgated pursuant to these By-Laws and the Declaration. The mere acquisition or rental of any Lot (as defined in the Declaration), or the mere act of occupancy of any Lot will signify that these By-Laws and the provisions of the Declaration, as they may be lawfully amended from time to time, are accepted and ratified and will be complied with.

### ARTICLE V OFFICES

5.1 Principal Office. The initial principal office of the Association shall be located at the offices of The Reserve at Woodside LLC, 1419 Silver Bluff Road, Aiken, South Carolina 29803. The Association may have such other offices, either within or without the State of South Carolina ("State") as the Board of Directors may determine or the affairs of the Association may require from time to time.

5.2 Registered Office. The Association shall have and maintain in the State a registered office and an agent whose office is identical to the principal office. The registered office may be, but need not be, identical with the principal office in the State. The registered office and registered agent may be changed from time to time by the Board of Directors; provided, that, at all times the Board of Directors shall comply with the requirements of the Act.

### ARTICLE VI MEMBERSHIP AND VOTING

6.1 Membership. Membership in the Association shall be restricted to Record Owners and the Company and as further set out in Section 3 of the Declaration.

6.2 Membership Rights Subject To Annual Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Record Owner and which shall become a lien upon the Lot against which such assessments are made, as provided in Section 4 of the Declaration. In the event that a Record Owner may consist of more than one individual or entity, the liability of the individuals or entities comprising the Record Owner shall be joint and several. Each of the individuals or entities comprising the Record Owner shall be entitled to contribution from all other individuals or entities comprising the Record Owner.

6.3 Suspension Of Membership Rights. The membership rights of any Record Owner, or any individuals or entities comprising the Record Owner, whether or not they are personally obligated to pay such assessments, may be suspended, upon written instruction of the President, during the period when the assessments, or any portion thereof, to include late charges, interest, attorney's fees, court costs, or other costs of collection, remain unpaid. Upon payment of such assessments, in their entirety, their rights and privileges shall be restored. Proof of repayment shall be in the form of a receipt from the Treasurer or the designated Management Agent, if such agent has been designated. If the Board of Directors has adopted rules and regulations governing the use of Common Property and the conduct of any individual on the Common Property is violative of such rules, the President, by written instruction, a copy of which shall be delivered to such individual, may, in his discretion, suspend the rights of any such person to utilize the Common Property for a period not to exceed thirty (30) days. The President may issue successive suspensions if, after the expiration of any period of suspension, the person who violated such rule or regulation is engaged in a continuing violation or during the period of suspension continues such acts as constitute a violation of the rule or regulation. In no event shall the Association have the right, power or authority to suspend the membership rights of the Company.

6.4 Voting. All voting shall be in accordance with the provisions of the Declaration. Each Record Owner: (i) shall be a member of the Association; and (ii) shall have an equal interest therein; and (iii) shall be entitled to one (1) vote at all meetings of the Association. Actions of the Association shall be determined by majority vote of the Record Owners present in person or by proxy. The Company shall have voting rights in accordance with the provisions of the Declaration.

6.5 Majority Of Record Owners. As used in these By-Laws the term "Majority of Record Owners" shall mean those record owners casting fifty-one percent (51%) or more of the votes at any duly called meeting.

6.6 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a Majority of Record Owners shall constitute a quorum. If any annual meeting of the Association cannot be called to order because of the failure of a quorum to be present, such meeting shall be adjourned for a period of not less than two (2) hours and, upon being reconvened, the required percentage interest to constitute a quorum shall be reduced to twenty-five percent (25%) of the total number of Record Owners, to include the special voting rights of the Company. If the meeting still cannot be called to order because of failure of sufficient Record Owners to be present in person or by proxy, then in that instance the meeting may be adjourned for a period of not less than forty-eight (48) hours and thereafter reconvened. Should a quorum still not be present, in person or by proxy, those present shall constitute a quorum and business may then be conducted by a majority of those present, whether or not a majority of the Record Owners are present. After adjournment of any meeting pursuant to the provisions of this Subsection, no further notice of any reconvened meeting shall be required to be given to any Record Owner. These provisions regarding declining quorum requirements shall not apply to any special meeting, unless specifically referenced in the notice from the President or in the petition or resolution calling for such special meeting.

6.7 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

## ARTICLE VII MEETINGS OF THE ASSOCIATION

7.1 Annual Meetings. The Annual Meeting of the Association shall be held at the call of the President of the Association not less than once every year. It shall be held at a reasonably convenient time at a location in the City of Aiken, Aiken County, South Carolina. It shall be the duty of the President to

designate the date, time and place of the Annual Meeting no later than January 15th of each year and deliver notice of such designation to the Secretary no later than February 15th of each year. At such meetings there shall be elected by ballot of the Record Owners a Board of Directors to govern and administer the affairs of the Association. The Record Owners may also transact such other business of the Association as may properly come before them.

7.2 Special Meetings. It shall be the duty of the Secretary to call a special meeting of the Record Owners, upon written request of the President, as directed by resolution of the Board of Directors, or upon a petition signed by a majority of Record Owners and having been presented to the Secretary. The petition shall state on its face the subject matters to be addressed at such special meeting. A petition requesting a special meeting may be delivered to the Secretary by mailing the same to the Secretary, certified mail return receipt requested, and delivery shall be deemed to occur on the date that the Secretary shall sign the return receipt, or by delivery of same to the person of the Secretary. The Secretary shall be required to schedule any special meeting requested by petition not more than ninety (90) days from the date of receipt of such petition. The notice of the special meeting shall state the time and place of the special meeting and the purpose thereof. No business may be transacted at any special meeting other than that stated in the notice unless by consent of not less than eighty percent (80%) of the votes present at such special meeting, either in person or by proxy.

7.3 Notice Of Meetings. It shall be the duty of the Secretary to mail notice of each Annual Meeting and special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Record Owner, at least thirty (30) days, but not more than ninety (90) days, before such meeting. The deposit of the notice in the U.S. mail, first class postage prepaid, to the address of the Record Owner as shown on the books of the Association shall be considered delivery of such notice.

7.4 Order Of Business. Unless stated differently in the Notice of Meeting given to Record Owners, the order of business at all Annual Meetings shall be:

- Roll Call
- Proof of Notice of Meeting or Waiver of Notice
- Approval of minutes from prior Annual Meeting
- Reports of Officers
- Reports of Committees
- Vote on Budget
- Election of Directors
- Old Business
- New Business
- Adjournment

The order of business at special meetings shall be determined by the presiding officer and shall include those items specified in the Notice of Meeting.

## ARTICLE VIII BOARD OF DIRECTORS

8.1 Number And Qualification. The affairs of the Association shall be governed by the Board of Directors. The Board of Directors shall have three (3) members. The initial Board of Directors shall consist of those individuals elected as Directors at the first meeting of the Association. For so long as the Company is a Record Owner of any Lot, it shall be entitled to appoint a majority of the Directors, which appointees shall serve at the pleasure of the Company. The appointees of the Company shall not be required to be Record Owners. At the first Annual Meeting, the Record Owners shall elect a Director to

serve a two (2) year term. At such time as the Company shall not be a Record Owner, the Association shall at the first Annual Meeting held after the Company is no longer a Record Owner, elect three (3) directors for such terms as set forth hereinafter. Each director shall be either a Record Owner, in whole or in part, or the lawfully married spouse of a Record Owner or, if the Record Owner is a corporation, partnership or trust, such individual as may be named in writing by the corporation, partnership or trust, as its representative; provided, that no more than one (1) director may be elected from any one (1) Lot. If any director shall cease to be a Record Owner, or, if a director, their spouse shall cease to be a Record Owner, or, during the term of office of a designated representative of a corporation, partnership or trust, such entity shall cease to be a Record Owner, such director shall be deemed to have resigned his office as director, effective upon the recordation of the deed conveying title to the Lot in question. All directors shall be natural persons.

8.2 Vacancies In Board Of Directors. Vacancies in the Board of Directors, other than the removal of a member of the Board by vote of the Association, shall be filled by majority vote of the remaining directors, even if less than a quorum, and the director so elected shall hold office until his successor is elected by the Record Owners, who may make such election at the next Annual Meeting, or at any special meeting called for that purpose; provided, that if the vacancy is for a director who had previously been appointed by the Company, the Company shall have the sole and exclusive right to appoint his replacement.

8.3 Term Of Office. At the first Annual Meeting of the Association after the Company shall no longer be a Record Owner, one (1) member of the Board of Directors shall be elected to serve a term of three (3) years; one (1) member of the Board of Directors shall be elected to serve a term of two (2) years; and the remaining member of the Board of Directors shall be elected to serve a term of one (1) year. Thereafter, at each Annual Meeting, the Record Owners shall vote to elect a director to replace the director whose term has expired, and the director so elected shall serve for a term of three (3) years. No person shall serve for more than two (2) consecutive terms (either part or whole terms) as a member of the Board of Directors. All members of the Board of Directors shall serve until their successors have been elected.

8.4 Removal Of Members Of The Board Of Directors. At any regular or special meeting of the Association duly called, any one or more members of the Board of Directors may be removed with or without cause by a majority of the Record Owners, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed to the Association shall be given an opportunity to be heard at such meeting prior to any vote on removal. Notwithstanding the preceding, the directors appointed by the Company shall serve at the pleasure of the Company and may only be removed from office by the Company.

8.5 Powers Of The Board Of Directors. The Board of Directors shall have the power:

8.5.1 necessary for the administration of the affairs of the Association and may do all such acts and things that are not by law or these By-Laws directed to be executed and done by the Association or individual members;

8.5.2 to call special meetings of the Record Owners whenever it deems necessary and it shall call special meetings at any time upon request, as specified in Subsection 7.2 herein;

8.5.3 to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing herein shall be construed to prohibit the employment of any Record Owner, officer or member of the Board of Directors in any capacity whatsoever;

8.5.4 to establish, levy, assess and collect (to include foreclosure of liens) the assessments, special assessments, and charges referred to in Sections 2 and 11, herein;

8.5.5 to promulgate, adopt, and publish rules and regulations and establish fines and other punishments for violations relating to the use of Common Areas and facilities therein and regarding the personal conduct of persons on or utilizing the Common Areas;

8.5.6 to exercise for the Association all powers, duties and authorities vested in or delegated to the Association, except those reserved to the Record Owners in the Articles of Incorporation or in these By-Laws or in the Declaration;

8.5.7 in the event that any member of the Board of Directors, other than an appointee of the Company, shall be absent from three (3) consecutive regular meetings of the Board of Directors without excuse, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of that director vacant and proceed to elect his or her replacement;

8.5.8 to employ a management agent at compensation established by the Board of Directors to perform such duties and services as the Board of Directors may provide; and

8.5.9 such other and further duties as may be imposed in the Articles of Incorporation and By-Laws.

8.6 Duties Of The Board Of Directors. The Board of Directors shall have the power, in addition to those duties imposed by these By-Laws or by resolutions of the Association, as follows:

8.6.1 compliance with all the terms and conditions of the Declaration and the enforcement of same;

8.6.2 maintenance and repair of the Exterior of Units; and care, upkeep, maintenance, repair, and surveillance of the Common Property; governing any and all repairs, maintenance or changes to the Exterior of Units including, but not limited to, exclusive right of approval for all landscaping plans and maintenance; and discharging such other obligations as may be established by the Declaration;

8.6.3 collection of assessments, both regular and special, and any and all other levies fixed by the Board of Directors from Record Owners, to include liening and foreclosure of such liens;

8.6.4 employment, dismissal and control of the personnel necessary to carry out the duties of the Board of Directors, to include a management agent or company;

8.6.5 to cause to be kept a full record of all its acts and corporate affairs;

8.6.6 to supervise all officers, agents and employees of the Association and to see that their duties are properly performed, to include the mailing of the minutes of meetings of the Board of Directors to all Record Owners;

8.6.7 to cause to be established and kept an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Property, and such other properties as the Association shall be contractually bound to keep and maintain. Said fund is to be established and maintained out of the regular assessments for common expenses; provided, that during the period in which the fund is being established, special assessments may be made, if required; and

8.6.8 such other and further powers as may be imposed in the Articles of Incorporation and these By-Laws.

8.7 Liability Of Directors. The members of the Board of Directors shall not be liable to the Record Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board of Directors and officers of the Association to the maximum extent allowed by law. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible and shall not be deemed self dealing for the Association to contract with Company or with corporations or other entities owned, controlled or affiliated with Company. Every agreement made by the Board of Directors or by any managing agent or by any management firm, as the case may be, is made in the capacity only as an agent for the Association and such director, agent or firm shall have no personal liability thereunder.

8.8 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and in such places as may be determined from time to time by a majority of the Board of Directors, but not less than two (2) meetings shall be held each year. One such meeting shall be held immediately after the Annual Meeting of the Record Owners of the Association. Notice of the meetings shall be given by the Secretary or such other designated person to each member of the Board of Directors, either personally or by mail, telephone or other electronic medium, as may be deemed reasonable, at least ten (10) days prior to the designated meeting day.

8.9 Special Meetings. Special meetings of the Board of Directors may be called by the President or the Chairperson of the Board of Directors, upon three (3) day notice, either personally, by mail, telephone or other electronic medium as may be deemed reasonable, which shall state the time, place and purpose of such meeting. Any Board member may request that he be allowed to attend and participate by telephone conference. Special meetings of the Board of Directors shall be called, if requested in writing by at least two (2) members of the Board of Directors with such notice specifying the business to be conducted. The President shall determine the time and place of such meeting.

## ARTICLE IX OFFICERS

9.1 Association Officers. The officers of the Association shall be the President, Vice-President, Secretary and Treasurer and such other officers as may be elected by the Board of Directors. All officers shall be members of the Board of Directors. The Board of Directors shall elect all officers at the meeting of the Board of Directors immediately following the Annual Meeting of the Record Owners. All officers shall be elected by majority vote of the directors and shall hold office at the pleasure of the Board of Directors. Any two offices may be held by the same person with the exception of the offices of President and Secretary.

9.2 Duties Of The President. The President shall preside over the meetings of the Board of Directors, shall see that the orders and resolutions of the Board of Directors are carried out and shall be empowered to sign all documents on behalf of the Board of Directors.

9.3 Duties Of The Vice-President. The Vice-President shall, in the absence of the President, perform all duties of the President.

9.4 Duties Of The Secretary. The Secretary shall record the votes and keep the minutes and records of all proceedings in a book to be kept for that purpose. The Secretary shall also keep a book of

all Record Owners, setting forth their address and the interest they hold in any Lot and the Common Property.

9.5 Duties Of The Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall cause to be disbursed such funds as may be directed by the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be required for disbursement of funds in the normal course of business.

9.6 Removal Of Officers. Upon majority vote of the members of the Board of Directors any officer may be removed from office and, in such event, the Board of Directors by majority vote shall name a replacement therefor to serve out the remaining term of such officer.

## ARTICLE X OBLIGATIONS OF RECORD OWNERS

10.1 Maintenance And Repair. Every Record Owner has the following obligations with respect to maintenance and repair, subject to the right and obligation of the Association to approve, govern, repair and maintain the Common Property, the Exterior of the Units and the landscaping or other improvements located on the Lots:

10.1.1 To perform promptly all maintenance and repair work to the improvements located on his Lot, which, if omitted, would adversely affect any portion of the Common Property, or any property, real, personal or mixed, belonging to another Record Owner or the Association, and for failure to do so such Record Owner shall be liable as otherwise provided herein;

10.1.2 To maintain and keep in good repair at his expense all improvements located on his Lot except those maintained by the Association as set forth herein and in the Declaration; and

10.1.3 To reimburse the Association for any expenditure incurred in repairing or replacing any Common Property damaged through the fault of any Record Owner, such reimbursement to include any costs of collection, reasonable attorney's fees, and court costs.

10.2 Use Of Lots. All Lots shall be used for residential purposes only; provided, however, this restriction shall not be interpreted to prohibit the rental of any Lot.

## ARTICLE XI ASSESSMENTS

11.1 Adoption Of Budget And Establishment Of Assessments. The Board of Directors shall annually prepare a budget for the operation of the Association. This budget shall be presented to the Record Owners along with the Notice of the Annual Meeting. The budget shall set forth the annual assessment to be levied against each Lot for the upkeep, repair and maintenance of the Common Property, any improvements located thereon, and any other properties that the Association may be contractually obligated to maintain and repair. The Record Owners shall vote to adopt or reject the budget at the Annual Meeting. In the event the Board of Directors proposes a special assessment, the total amount of the special assessment, the amount of the assessment on each Record Owner, and purpose for which such special assessment is to be levied shall be presented to the Record Owners along with the Notice of Annual Meeting; provided, that a special assessment may be proposed and thereafter voted on at any meeting of the Record Owners duly convened and for which notice of the purpose of such meeting has been given.

11.2 Delinquent Assessments. All assessments shall be due and payable in accordance with the schedule of payments adopted as part of each annual budget and/or special assessment. In the event that the Board of Directors shall have adopted a payment schedule wherein it has allowed the annual assessment to be paid in installments, and a Record Owner allows any installment to become delinquent for more than thirty (30) days, the Board of Directors may accelerate all balances due and require any outstanding balances to be paid immediately. In the event that any Record Owner is delinquent for more than fifteen (15) days past the due date of any payment, all such sums due shall bear interest, compounded monthly, at a rate equal to 1% per month or such other rate as established by the Board of Directors at the Annual Meeting of the Board of Directors, held directly after the Annual Meeting of the Record Owners. Additionally, each such delinquent payment shall be subject to a late charge in accordance with a schedule of late charges established by the Board of Directors at the annual meeting of the Board of Directors held directly after the Annual Meeting of the Record Owners. In the event that any account is turned over to a third party or attorney for the purpose of collection of any delinquent assessment, late charge, or interest, the Record Owner shall be responsible for all costs of collection, to include attorney's fees, court costs, receiver's fees, the cost of documentary evidence and any other costs reasonably related to the collection of the outstanding monies. These costs of collection shall also constitute a lien against the Lot and shall be subject to foreclosure. The Board of Directors may take such action as it deems necessary to collect the delinquent assessment by an action at law against the Record Owner personally or by foreclosing said lien, and may settle or compromise the same if deemed in its best interest. The Association shall be entitled to bid at any judicial sale held pursuant to a suit to foreclose any lien and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien being enforced. Upon commencement of any foreclosure action, the Association shall be entitled to the appointment of a receiver for the Lot, and the Record Owner shall be required to pay reasonable rental for the Lot to such receiver.

11.3 Application Of Surplus. Any payments or receipts to the Association, whether from Record Owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be kept by the Association and applied against the Association's expenses in the future.

11.4 Mortgage Of Common Property. The Association, upon an affirmative vote of not less than eighty percent (80%) of Record Owners at a duly called meeting shall have the power to mortgage the Common Property.

## ARTICLE XII POWER OF ASSESSMENT

12.1 Pledge Of Power Of Assessment. The Association, by and through the Board of Directors, shall further have the power to pledge the power of assessment contained in the Declaration and as set forth in these By-Laws for the purpose of securing indebtedness of the Association; provided, however, upon the pledge of such power, the Board of Directors is limited to the extent that the pledge of such power of assessment is limited so as to provide that in no event shall the pledge be allowed to accelerate such indebtedness wherein such acceleration will result in any increase in any assessment beyond the amount originally provided under the terms of the note evidencing such indebtedness for the retirement of the indebtedness.



ARTICLE XIII  
AMENDMENT OF BY-LAWS

13.1 Amendment Of By-Laws. These By-Laws, with the exception of Subsections 2 and 3 herein, may be repealed, altered or amended as follows: (i) any proposed amendment shall be submitted to the Board of Directors and shall be subjected to a vote of the Board of Directors regarding its recommendation for adoption, then, (ii) in the event the amendment has received unanimous support from the Board of Directors, the amendment shall be adopted in the event that it shall receive a majority vote of the Record Owners present at the annual meeting or any special meeting; or, (iii) in the event the amendment has not received unanimous support of the Board of Directors, the amendment shall be adopted in the event it shall receive an affirmative vote of not less than sixty-six percent (66%) of all Record Owners at an Annual Meeting or special meeting. Any proposed amendment shall be mailed to every Record Owner not less than thirty (30) days before the meeting of the Record Owners during which the amendment shall be voted upon. Notwithstanding the foregoing, the Company shall have the right to amend these By-Laws so long as it owns any Lot.

ARTICLE XIV  
RULES AND REGULATIONS

14.1 Establishment Of Rules And Regulations For Common Property. The Board of Directors may from time to time adopt, amend or repeal rules and regulations regarding the use of the Common Property. A copy of any rules and regulations, other than those contained hereinafter, shall be distributed to each Record Owner to his or her address last provided to the Association within thirty (30) days of being adopted, amended or repealed.

14.2 Compliance. All Record Owners, their guests and tenants must, at all times, comply with the rules and regulations adopted by the Board of Directors. Should any person fail to comply therewith, such person may be fined in accordance with a schedule of fines adopted by the Board of Directors as part of the rules and regulations and such fine shall be in addition to any other legal or equitable remedy available to the Association.

ARTICLE XV  
CONFLICT

15.1 Conflict. In the event of any conflict between the rules and regulations adopted by the Board of Directors and these By-Laws or the Declaration, the latter shall prevail. In the event of any conflict between the provisions of these By-Laws and the Declaration, the latter shall prevail.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN ) FIFTY-SIXTH AMENDMENT/  
DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT  
COMPANY OF AIKEN, INC.

THIS FIFTY-SIXTH AMENDMENT to the Declaration of Covenants and Restrictions is made this 18<sup>TH</sup> day of December, 2008 by the Directors of the Woodside Plantation Property Owners' Association, Inc.

**WITNESSETH:**

**WHEREAS**, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owners' Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. Seq.; and,

**WHEREAS**, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;  
by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;  
by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;  
by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;  
by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;  
by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;  
by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;  
by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;  
by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;  
by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;  
by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38 and  
by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132;  
by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161;

by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book 953 at Page 113-115;

by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249;

by Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183;

by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Page 323-327;

by Eighteenth Amendment dated February 16, 2000 and recorded in the RMC at Deed Book 1015 at Page 37-40;

by Nineteenth Amendment dated May 15, 2000 and recorded in the RMC at Deed Book 1025 at Page 67-70;

by Twentieth Amendment dated November 30, 2000 and recorded in the RMC at Deed Book 1050 at Page 303-307;

by Twenty-First Amendment dated January 17, 2001 and recorded in the RMC at Deed Book 1055 at Page 153-156;

by Twenty-Second Amendment dated July 6, 2001 and recorded in the RMC at Deed Book 1081 at Page 68-86;

by Twenty-Third Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 64-67;

by Twenty-Fourth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 60-63;

by Twenty-Fifth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 56-59;

by Twenty-Sixth Amendment dated December 12, 2001 and recorded in the RMC at Deed Book 1104 at Page 346;

by Twenty-Seventh Amendment dated March 12, 2002 and recorded in the RMC at Deed Book 1118 at Page 52-55;

by Twenty-Eighth Amendment dated March 13, 2002 and recorded in the RMC at Deed Book 1118 at Page 48-51;

by Twenty-Ninth Amendment dated June 20, 2002 and recorded in the RMC at Deed Book 1133 at Page 275-278;

by Thirtieth Amendment dated December 19, 2002 and recorded in the RMC at Deed Book 1166 at Page 275-279;

by Thirty-First Amendment dated March 7, 2003 and recorded in the RMC at Deed Book 1179 at Page 213-216;

by Thirty-Second Amendment dated December 8, 2003 and recorded in the RMC at Deed Book 1235 at Page 91-95;

by Thirty-Third Amendment dated April 23, 2004 and recorded in the RMC at Deed Book 1270 at Page 203-208;

by Thirty-Fourth Amendment dated December 15, 2004 and recorded in the RMC at Deed Book 1328 at Page 237-242;

by Thirty-Fifth Amendment dated March 18, 2005 and recorded in the RMC at Deed Book 1349 at Page 147-150;

by Thirty-Sixth Amendment dated March 21, 2005 and recorded in the RMC at Deed Book 1349 at Page 156-159;

by Thirty-Seventh Amendment dated April 22, 2005 and recorded in the RMC at Deed Book 1359 at Page 100-126;

by Thirty-Eighth Amendment dated July 15, 2005 and recorded in the RMC at Deed Book 4005 at Page 1710 - 1714;

by Thirty-Ninth Amendment dated February 14, 2006 and recorded in the RMC at Deed Book 4046 at Page 403-406;

by Fortieth Amendment dated February 15, 2006 and recorded in the RMC at Deed Book 4046 at Page 407-410;

by Forty-First Amendment dated March 3, 2006 and recorded in the RMC at Deed Book 4049 at Page 1372-1375;

by Forty-Second Amendment dated August 22, 2006 and recorded in the RMC at Deed Book 4084 at Page 1127-1152;

by Forty-Third Amendment dated August 24, 2006 and recorded in the RMC at Deed Book 4085 at Page 58-61;

by Forty-Fourth Amendment dated December 15, 2007 and recorded in the RMC at Deed Book 4108 at Page 1020-1024;

by Forty-Fifth Amendment dated January 18, 2007 and recorded in the RMC at Deed Book 4113 at Page 1504-1507;

by Forty-Sixth Amendment dated February 26, 2007 and recorded in the RMC at Deed Book 4121 at Page 762-766;

by Forty-Seventh Amendment dated March 14, 2007 and recorded in the RMC at Deed Book 4124 at Page 1147-1150;

by Forty-Eighth Amendment dated April 12, 2007 and recorded in the RMC at Deed Book 4130 at Page 2332-2335;

by Forty-Ninth Amendment dated August 10, 2007 and recorded in the RMC Deed Book 4154 at Page 2263-2270;

by Fiftieth Amendment dated August 13, 2007 and recorded in the RMC Deed Book 4155 at Page 1125-1133;

by Fifty-First Amendment dated October 16, 2007 and recorded in the RMC Deed Book 4167 at Page 1484-1487;

by Fifty-Second Amendment dated January 10, 2008 and recorded in the RMC Deed Book 4181 at Page 1908-1912;

by Fifty-Third Amendment dated January 31, 2008 and recorded in the RMC Deed Book 4185 at Page 422-426;

by Fifty-Fourth Amendment dated July 01, 2008 and recorded in the RMC Deed Book 4211 at Page 505-508;

by Fifty-Fifth Amendment dated June 25, 2008 and recorded in the RMC Deed Book 4210 at Page 50-73;

**WHEREAS**, on August 12, 2008 the Board of Directors of the WPPOA mailed ballots to the Members of the WPPOA. Balloting took place over a thirty day period ending September 12, 2008 and,

**WHEREAS**, of the votes cast on the following proposed amendment, Amendment #1 (98%) were cast in favor thereof.

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

**Covenant Amendment #1**

**Subject: Vacancies on Directorate**

Resolved, that Part Four, Exhibit "C", By-Laws of WPPOA, Article V, Section 5, Vacancies on Directorate, and Part 3 of Amendment 20, Dated November 30, 2000, be amended to read as follows:

Section 5. Vacancies on Directorate. If the Office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Members of the Board of Directors, though less than a quorum, as defined in Article VI, Section 5, shall choose a successor or successors, at any regular or special meeting of the Board of Directors. Such replacement member of the Board of Directors shall hold office until the next annually scheduled Membership Meeting when the position will be filled through the normal election process. ***At the time of the next annual Membership Meeting, the candidate shall then run for the duration of the original term. All other candidates will run for the prescribed three year term.***

**OPERATING PROCEDURES:**

a. If a vacated Board Member's term would have expired at the next annually scheduled Membership Meeting, the replacement will serve the remainder of the term and the position will be filled through the normal election process.

b. If a vacated Board Member's term would have extended beyond the next Annual Meeting, the replacement will (may) run for the unexpired portion of that term.

c. If vacancies occur such that more than three Board vacancies need to be filled at an Annual Meeting, then the three candidates receiving the most votes will serve full three year terms and the remaining candidates will serve shortened (one or two years) terms, based on votes received, to result in planning for no more than three board seats being elected in future years. If subsequent vacancies occur before the shortened terms are completed, then the Board of Directors, by majority vote, may extend the term of those shortened terms up to a maximum of three years to achieve the goal of three replacements per year.

This Fifty-Sixth Amendment to Declaration is executed this 18<sup>th</sup> day of December 2008.

**WOODSIDE PLANTATION  
PROPERTY OWNERS'  
ASSOCIATION**

Witness:

Adrienne Rundobelt

Melanie J. Brock

By: Charles Newton, III  
Its President (Charles Newton, III)

And By: Joe Bends  
Its Secretary (Joe Bends)

STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me MELANIE BROCK  
and made oath that (s)he saw the within named Charles Newton, III, President of  
Woodside Plantation Property Owners' Association, and Joe Bends, Secretary  
of Woodside Plantation Property Owners' Association, sign, seal and as their act  
and deed, deliver the within written instrument and that (s)he, with the other  
witness subscribed above, witnessed the execution thereof.

Melanie Brock  
Witness (Melanie Brock)

SWORN to before me this 18<sup>th</sup> day of December, 2008.

Patricia T. Leveille  
Notary Public for South Carolina  
My Commission Expires: 12-4-16  
(Seal)



2008033020  
AMENDED COVENANTS  
RECORDING FEES \$11.00  
PRESENTED & RECORDED:  
12-19-2008 12:11 PM  
JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: LYNN STEMBRIDGE DEPUTY  
BK: RB 4233  
PG: 1285 - 1289



**WHEREAS**, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;  
by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;  
by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;  
by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;  
by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;  
by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;  
by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;  
by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;  
by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;  
by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;  
by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38 and  
by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132;  
by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161;



by Thirty-Eighth Amendment dated July 15, 2005 and recorded in the RMC at Deed Book 4005 at Page 1710 - 1714;  
by Thirty-Ninth Amendment dated February 14, 2006 and recorded in the RMC at Deed Book 4046 at Page 403-406;  
by Fortieth Amendment dated February 15, 2006 and recorded in the RMC at Deed Book 4046 at Page 407-410;  
by Forty-First Amendment dated March 3, 2006 and recorded in the RMC at Deed Book 4049 at Page 1372-1375;  
by Forty-Second Amendment dated August 22, 2006 and recorded in the RMC at Deed Book 4084 at Page 1127-1152;  
by Forty-Third Amendment dated August 24, 2006 and recorded in the RMC at Deed Book 4085 at Page 58-61;  
by Forty-Fourth Amendment dated December 15, 2007 and recorded in the RMC at Deed Book 4108 at Page 1020-1024;  
by Forty-Fifth Amendment dated January 18, 2007 and recorded in the RMC at Deed Book 4113 at Page 1504-1507;  
by Forty-Sixth Amendment dated February 26, 2007 and recorded in the RMC at Deed Book 4121 at Page 762-766;  
by Forty-Seventh Amendment dated March 14, 2007 and recorded in the RMC at Deed Book 4124 at Page 1147-1150;  
by Forty-Eighth Amendment dated April 12, 2007 and recorded in the RMC at Deed Book 4130 at Page 2332-2335;  
by Forty-Ninth Amendment dated August 10, 2007 and recorded in the RMC Deed Book 4154 at Page 2263-2270;  
by Fiftieth Amendment dated August 13, 2007 and recorded in the RMC Deed Book 4155 at Page 1125-1133;  
by Fifty-First Amendment dated October 16, 2007 and recorded in the RMC Deed Book 4167 at Page 1484-1487;  
by Fifty-Second Amendment dated January 10, 2008 and recorded in the RMC Deed Book 4181 at Page 1908-1912;  
by Fifty-Third Amendment dated January 31, 2008 and recorded in the RMC Deed Book 4185 at Page 422-426;  
by Fifty-Fourth Amendment dated July 01, 2008 and recorded in the RMC Deed Book 4211 at Page 505-508;  
by Fifty-Fifth Amendment dated June 25, 2008 and recorded in the RMC Deed Book 4210 at Page 50-73;  
by Fifty-Sixth Amendment dated December 18, 2008 and recorded in the RMC Deed Book 4233 at Page 1285-1289;

**WHEREAS**, on August 10, 2009 the Board of Directors of the WPPOA mailed ballots to the Members of the WPPOA. Balloting took place over a thirty day period ending September 10, 2008 and,

**WHEREAS**, of the votes cast on the following proposed amendments, Amendment #1 (96%) were cast in favor thereof; Amendment #2 (97%) were cast in favor thereof; Amendment #3 failed to pass; Amendment #4 (89%) were cast in favor thereof; and, Amendment #5 (98%) were cast in favor thereof;

by Thirty-Eighth Amendment dated July 15, 2005 and recorded in the RMC at Deed Book 4005 at Page 1710 - 1714;  
by Thirty-Ninth Amendment dated February 14, 2006 and recorded in the RMC at Deed Book 4046 at Page 403-406;  
by Fortieth Amendment dated February 15, 2006 and recorded in the RMC at Deed Book 4046 at Page 407-410;  
by Forty-First Amendment dated March 3, 2006 and recorded in the RMC at Deed Book 4049 at Page 1372-1375;  
by Forty-Second Amendment dated August 22, 2006 and recorded in the RMC at Deed Book 4084 at Page 1127-1152;  
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by Fifty-Fourth Amendment dated July 01, 2008 and recorded in the RMC Deed Book 4211 at Page 505-508;  
by Fifty-Fifth Amendment dated June 25, 2008 and recorded in the RMC Deed Book 4210 at Page 50-73;  
by Fifty-Sixth Amendment dated December 18, 2008 and recorded in the RMC Deed Book 4233 at Page 1285-1289;

**WHEREAS**, on August 10, 2009 the Board of Directors of the WPPOA mailed ballots to the Members of the WPPOA. Balloting took place over a thirty day period ending September 10, 2008 and,

**WHEREAS**, of the votes cast on the following proposed amendments, Amendment #1 (96%) were cast in favor thereof; Amendment #2 (97%) were cast in favor thereof; Amendment #3 failed to pass; Amendment #4 (89%) were cast in favor thereof; and, Amendment #5 (98%) were cast in favor thereof;

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

---

**Covenant Amendment #1**

**Subject: Architectural Review Board  
Membership**

Resolved, that PART TWO, Article I, Section 3(c) Architectural Review Board (i) and (ii) be amended to read:

(i) The Company shall establish an Architectural Review Board (such board hereinafter referred to as the "Review Board") which shall consist of five (5) members. The five (5) members shall be appointed by the Company until such time as the Company, in its sole discretion, transfers control of the Review Board functions to the Association. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Company. Any member appointed by the Company may be removed with or without cause by the Company at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former members. When control of the Review Board functions is transferred to the Association, members of the Review Board shall be elected by the Board of Directors of the Association and any member so elected may resign or be removed by the Board in the same manner as provided in the By-Laws of the Association for the resignation and removal of officers of the Board. ***The Association Review Board may have 5 to 7 members at the discretion of the Board of Directors.***

(ii) The Review Board shall select its own Chairman and he, or in his absence, the Vice-Chairman, shall be the presiding officer of its meetings. All meetings shall be held at least once in each calendar month or upon call of the Chairman; all meetings shall be held at the offices of the Company in Woodside Plantation, South Carolina or at such other places as may be designated by the Chairman. Three (3) members shall constitute a quorum for the transaction of business, provided a minimum of two (2) members appointed by the Company shall be present in order to have a quorum prior to transfer of control of the Review Board by the Association. ***The Association Review Board quorum shall be a number greater than 50% of the appointed positions.*** The affirmative vote of a majority of the members of the Review Board shall constitute the action of the Review Board on any matter before it. The Review Board shall operate in accordance with its own rules of procedure which shall be filed with the Association and maintained in the records of the Association.

**Covenant Amendment #2**

**Subject: FCC RULES FOR TV ANTENNA**

Resolved that: Amendments 8 and 14 and subparagraph (b) of Section 18, be rescinded and That PART TWO, Article I, Section 18 read as follows:

Section 18. Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any dwelling or other structure or property within Woodside Plantation, nor radio, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Dwelling Unit, Residential Lot, Duplex Tract, Multi-Family Tract, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels, Unsubdivided Land or Private Recreational Tract, which may unreasonably interfere with the reception of television or radio signals upon any other of such properties, except as follows:

(a) The provisions of this Section shall not prohibit the Company from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within Woodside Plantation; and,

***(b) Woodside Plantation will abide by the Federal Communication Commission's Over-the-Air Reception Devices Rule as established by Congress in Section 207 of the Telecommunications Act of 1996 along with any and all amendments as they become effective.***

***(c) The Woodside Plantation Building and Landscape Guidelines will be the repository of the "Rule" as changes may take place.***

#### **Covenant Amendment #4**

#### **Subject: Boat Storage on Lakeshores**

Resolved that: PART TWO, Article 1, Section 30 As Modified by the 52<sup>nd</sup> Amendment be amended to read:

Power Boats Prohibited. No boat, canoe or other watercraft powered by an internal combustion engine may be operated on any stream or lake within Woodside Plantation. Only manually-propelled canoes, rowboats, sailboats, electrical battery powered fishing/recreational vessels or paddle-type boats of a conventional size and appearance may be operated on the stream or lakes. Each lake-front property owner may request permission from the Association ***Architectural Review Board (ARB)*** to store one privately owned boat, canoe or other watercraft (not powered by an internal combustion engine) on the shore of any lake or stream adjacent to their property. Moreover, the Association in its sole discretion may designate certain portions of lakes as off-limits to all types of watercraft. Anything to the contrary notwithstanding, the Company and/or the Association shall be entitled to maintain any form of motorized watercraft for emergency or maintenance purposes.

#### **Covenant Amendment #5**

#### **Subject: Clarifies Duties of Treasurer and Executive Director**

Resolved that: Covenant Amendment 20, paragraph 2 dated November 30, 2000 be rescinded, and Covenant Part Four, Exhibit "C", By-Laws of WPPOA, Inc., Article X, Section 8, Duties of the Officers, be amended to read:

##### **Treasurer**

Paragraphs (a) through (g) unchanged.

(h) the duties of the Treasurer may be fulfilled by ***an Association Executive Director and/or by a management firm employed by the Association***, in which event such management firm shall have custody of the books of the Association as it determines is necessary for the performance of such treasurer duties and the foregoing may include any books required to be kept by the Secretary of the Association.

##### **Executive Director (Non-Voting)**

***The duties of the position will be assigned by the Treasurer and by the Board from time to time.***

This Fifty-Seventh Amendment to Declaration is executed this 11<sup>th</sup> day of December 2009.

WOODSIDE PLANTATION  
PROPERTY OWNERS'  
ASSOCIATION

Witness:

Alvin J. Rumbold  
Melanie Brock

By: Charles W. Newton, III  
Its President (Charles Newton, III)

And By: Joe Bends  
Its Secretary (Joe Bends)

STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me MELANIE BROCK  
and made oath that (s)he saw the within named Charles Newton, III, President of  
Woodside Plantation Property Owners' Association, and Joe Bends, Secretary  
of Woodside Plantation Property Owners' Association, sign, seal and as their act  
and deed, deliver the within written instrument and that (s)he, with the other  
witness subscribed above, witnessed the execution thereof.

Melanie Brock

Witness (Melanie Brock)

SWORN to before me this 11 day of December, 2009.

Patricia J. Leveille  
Notary Public for South Carolina

My Commission Expires: 2016

(Seal)

2009031002

AMENDED COVENANTS  
RECORDING FEES

\$12.00

PRESENTED & RECORDED:

12-11-2009 10:35 AM

JUDITH WARNER  
REGISTER OF MESSE CONVEYANCE  
AIKEN COUNTY, SC

By: MARILYN SEIGLER DEPUTY

BK:RB 4288

PG:45-50

RETURN TO:  
R. E. Hanna, III, Esquire  
Hull Barrett, PC  
111 Park Avenue, S.W.  
Aiken, SC 29801

2010002336

AMENDED COVENANTS

RECORDING FEES

\$11.00

PRESENTED & RECORDED:

02-02-2010 02:45 PM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4294

PG: 443 - 447

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
**FIFTY-EIGHTH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the fifty-eighth such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, Woodside Development Limited Partnership, a South Carolina limited partnership, and Sidewood Development LLC, a South Carolina limited liability company ("Successor Declarants"), as successors in interest to Woodside Development Company of Aiken, Inc., desire to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, Successor Declarants desire to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE,** the undersigned Woodside Development Limited Partnership and Sidewood Development LLC, by their duly authorized officers, do hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Fifty-Eighth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute business offices for Woodside Plantation Property Owners' Association, Inc. and open space dedicated for the benefit of all residents of Woodside Plantation to be used as a horse stable, pasture or green space to maintain the appearance and ambiance of the entrance to Woodside Plantation and provide for the convenience of all residents of Woodside Plantation and Woodside Plantation Property Owners' Association, Inc.


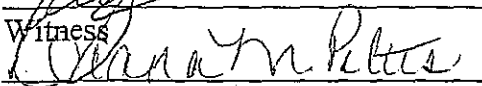
3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be subject solely to the architectural review authority of Woodside Plantation Property Owners' Association, Inc. as set forth in the Declaration and the associated Building Guidelines.

4. This Fifty-Eighth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.


5. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

1st 6. This Fifty-Eighth Amendment/Supplementary Declaration is executed this day of February, 2010.

(SIGNATURES ARE ON THE FOLLOWING PAGES)

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

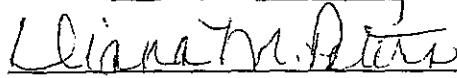
Woodside Development Limited Partnership  
By: WSC-SC LLC, its General Partner


By:   
\_\_\_\_\_  
Richard B. Steele, Chairman  
Board of Managers

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN            )    **PROBATE**


PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Woodside Development Limited Partnership a South Carolina limited partnership, by Richard B. Steele, Chairman, Board of Managers of WSC-SC LLC, its General Partner, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 18 day of February, 2010.


  
\_\_\_\_\_  
Notary Public           My Commission Expires  
My Commission Expires September 17, 2012

  
\_\_\_\_\_



  
\_\_\_\_\_  
Witness  
Lillian M. Pitts  
\_\_\_\_\_  
Witness

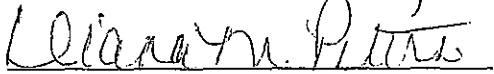
Sidewood Development LLC

By:   
\_\_\_\_\_  
Richard B. Steele  
Chairman, Board of Managers


STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN            )    **PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Sidewood Development LLC, a South Carolina limited liability company, by Richard B. Steele, Chairman, Board of Managers, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 12 day of February, 2010.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: ~~Commission Expires~~  
September 17, 2012

  
\_\_\_\_\_

## EXHIBIT "A"

Those certain tracts of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, designated as Tract "A", containing 2.39 Acres, more or less, and Tract "B", containing 1.81 Acres, more or less, upon that plat entitled, "Plat of Subdivision Survey Showing a Proposed Conveyance to WPPOA" by William R. Tripp, SC RLS No. 5120, of Tripp Land Surveying, Inc., dated January 21, 2010, and recorded in the Aiken County RMC Office on February 2, 2010, in Plat Book 55, page 104. Reference being made to said plat for a more complete and accurate description thereof.



STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF AIKEN                ) FIFTY-NINTH AMENDMENT/  
   ) DECLARATION OF COVENANTS AND  
   ) RESTRICTIONS OF WOODSIDE  
   ) PLANTATION PROPERTY OWNERS'  
   ) ASSOCIATION, INC., AND  
   ) WOODSIDE DEVELOPMENT  
   ) COMPANY OF AIKEN, INC.

THIS FIFTY-NINTH AMENDMENT to the Declaration of Covenants and Restrictions is made this 10<sup>th</sup> day of December, 2010 by the Directors of the Woodside Plantation Property Owners' Association, Inc.

**WITNESSETH:**

**WHEREAS**, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owners' Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. Seq.; and,

**WHEREAS**, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;  
by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;  
by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;  
by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;  
by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;  
by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;  
by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;  
by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;  
by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;  
by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;  
by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38 and  
by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132;  
by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161;

by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book 953 at Page 113-115;

by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249;

by Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183;

by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Page 323-327;

by Eighteenth Amendment dated February 16, 2000 and recorded in the RMC at Deed Book 1015 at Page 37-40;

by Nineteenth Amendment dated May 15, 2000 and recorded in the RMC at Deed Book 1025 at Page 67-70;

by Twentieth Amendment dated November 30, 2000 and recorded in the RMC at Deed Book 1050 at Page 303-307;

by Twenty-First Amendment dated January 17, 2001 and recorded in the RMC at Deed Book 1055 at Page 153-156;

by Twenty-Second Amendment dated July 6, 2001 and recorded in the RMC at Deed Book 1081 at Page 68-86;

by Twenty-Third Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 64-67;

by Twenty-Fourth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 60-63;

by Twenty-Fifth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 56-59;

by Twenty-Sixth Amendment dated December 12, 2001 and recorded in the RMC at Deed Book 1104 at Page 346;

by Twenty-Seventh Amendment dated March 12, 2002 and recorded in the RMC at Deed Book 1118 at Page 52-55;

by Twenty-Eighth Amendment dated March 13, 2002 and recorded in the RMC at Deed Book 1118 at Page 48-51;

by Twenty-Ninth Amendment dated June 20, 2002 and recorded in the RMC at Deed Book 1133 at Page 275-278;

by Thirtieth Amendment dated December 19, 2002 and recorded in the RMC at Deed Book 1166 at Page 275-279;

by Thirty-First Amendment dated March 7, 2003 and recorded in the RMC at Deed Book 1179 at Page 213-216;

by Thirty-Second Amendment dated December 8, 2003 and recorded in the RMC at Deed Book 1235 at Page 91-95;

by Thirty-Third Amendment dated April 23, 2004 and recorded in the RMC at Deed Book 1270 at Page 203-208;

by Thirty-Fourth Amendment dated December 15, 2004 and recorded in the RMC at Deed Book 1328 at Page 237-242;

by Thirty-Fifth Amendment dated March 18, 2005 and recorded in the RMC at Deed Book 1349 at Page 147-150;

by Thirty-Sixth Amendment dated March 21, 2005 and recorded in the RMC at Deed Book 1349 at Page 156-159;

by Thirty-Seventh Amendment dated April 22, 2005 and recorded in the RMC at Deed Book 1359 at Page 100-126;

by Thirty-Eighth Amendment dated July 15, 2005 and recorded in the RMC at Deed Book 4005 at Page 1710 - 1714;  
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by Fifty-Fifth Amendment dated June 25, 2008 and recorded in the RMC Deed Book 4210 at Page 50-73;  
by Fifty-Sixth Amendment dated December 18, 2008 and recorded in the RMC Deed Book 4233 at Page 1285-1289;  
by Fifty-Seventh Amendment dated December 11, 2009 and recorded in the RMC Deed Book 4288 at Page 45-50;  
by Fifty-Eighth Amendment dated February 1, 2010 and recorded in the RMC Deed Book 4294 at Page 443-447;

**WHEREAS**, on August 6, 2010 the Board of Directors of the WPPOA mailed ballots to the Members of the WPPOA. Balloting took place over a thirty+ day period ending September 10, 2010 and,

**WHEREAS**, of the votes cast on the following proposed amendments, Amendment #1 was withdrawn due to it conflicting with the South Carolina Nonprofit Corporation Act, Article 8, Sub Article B; Amendment #2 (92%) were cast in favor thereof,

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

---

**COVENANT AMENDMENT #2**

**Subject: Vacancies on Directorate**

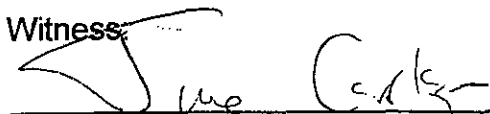

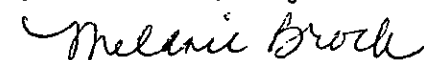
Resolved that: Part Four, EXHIBIT "C", By-Laws of WPPOA, Article V, Section 5. Vacancies on Directorate, and Part 3 of Amendment 20, dated November 30, 2000, as Modified by the 56<sup>th</sup> Amendment dated December 18, 2008, be amended to read as follows:

Section 5. Vacancies on Directorate. If the Office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Members of the Board of Directors, though less than a quorum, as defined in Article VII, section 5 below, shall choose a successor or successors, at any regular or special meeting of the Board of Directors. The length of terms of office of replacements may be adjusted by the Board of Directors to achieve planning for a maximum of three board seats being elected at any Annual Meeting.

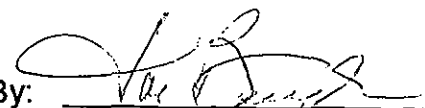
This Fifty-Ninth Amendment to Declaration is executed this 10th day of December 2010.

WOODSIDE PLANTATION  
PROPERTY OWNERS'  
ASSOCIATION

Witness:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Its President (Bill C. Lykins)

And By:   
\_\_\_\_\_  
Its Secretary (Joe Bends)

STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me Melanie Brock  
and made oath that (s)he saw the within named Bill C. Lykins, President of  
Woodside Plantation Property Owners' Association, and Joe Bends, Secretary  
of Woodside Plantation Property Owners' Association, sign, seal and as their act  
and deed, deliver the within written instrument and that (s)he, with the other  
witness subscribed above, witnessed the execution thereof.

Melanie Brock  
Witness (Melanie Brock)

SWORN to before me this 10 day of December, 2010.

Patricia T. Leveille  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_  
(Seal)



2010029262

AMENDED COVENANTS  
RECORDING FEES \$11.00  
PRESENTED & RECORDED:

12-17-2010 01:54 PM

JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4339

PG: 95 - 99





STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
SIXTIETH AMENDMENT/  
DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC., AND  
WOODSIDE DEVELOPMENT  
COMPANY OF AIKEN, INC.

**THIS SIXTIETH AMENDMENT to the Declaration of Covenants and Restrictions is made this 12<sup>th</sup> day of December, 2011 by the Directors of the Woodside Plantation Property Owners' Association, Inc.**

**WITNESSETH:**

**WHEREAS**, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owners' Association, Inc. ("WPPOA") and Woodside Development Company of Aiken, Inc ("WDC") and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451, at Page 93, et. Seq.; and,

**WHEREAS**, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;

by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;

by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;

by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;

by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;

by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;

by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;

by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;

by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;

by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;

by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38 and

by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132;

by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161;

by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book 953 at Page 113-115;

by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249;

by Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183;

by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Page 323-327;

by Eighteenth Amendment dated February 16, 2000 and recorded in the RMC at Deed Book 1015 at Page 37-40;

by Nineteenth Amendment dated May 15, 2000 and recorded in the RMC at Deed Book 1025 at Page 67-70;

by Twentieth Amendment dated November 30, 2000 and recorded in the RMC at Deed Book 1050 at Page 303-307;

by Twenty-First Amendment dated January 17, 2001 and recorded in the RMC at Deed Book 1055 at Page 153-156;

by Twenty-Second Amendment dated July 6, 2001 and recorded in the RMC at Deed Book 1081 at Page 68-86;

by Twenty-Third Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 64-67;

by Twenty-Fourth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 60-63;

by Twenty-Fifth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 56-59;

by Twenty-Sixth Amendment dated December 12, 2001 and recorded in the RMC at Deed Book 1104 at Page 346;

by Twenty-Seventh Amendment dated March 12, 2002 and recorded in the RMC at Deed Book 1118 at Page 52-55;

by Twenty-Eighth Amendment dated March 13, 2002 and recorded in the RMC at Deed Book 1118 at Page 48-51;

by Twenty-Ninth Amendment dated June 20, 2002 and recorded in the RMC at Deed Book 1133 at Page 275-278;

by Thirtieth Amendment dated December 19, 2002 and recorded in the RMC at Deed Book 1166 at Page 275-279;

by Thirty-First Amendment dated March 7, 2003 and recorded in the RMC at Deed Book 1179 at Page 213-216;

by Thirty-Second Amendment dated December 8, 2003 and recorded in the RMC at Deed Book 1235 at Page 91-95;

by Thirty-Third Amendment dated April 23, 2004 and recorded in the RMC at Deed Book 1270 at Page 203-208;

by Thirty-Fourth Amendment dated December 15, 2004 and recorded in the RMC at Deed Book 1328 at Page 237-242;

by Thirty-Fifth Amendment dated March 18, 2005 and recorded in the RMC at Deed Book 1349 at Page 147-150;

by Thirty-Sixth Amendment dated March 21, 2005 and recorded in the RMC at Deed Book 1349 at Page 156-159;

by Thirty-Seventh Amendment dated April 22, 2005 and recorded in the RMC at Deed Book 1359 at Page 100-126;

by Thirty-Eighth Amendment dated July 15, 2005 and recorded in the RMC at Deed Book 4005 at Page 1710 - 1714;  
by Thirty-Ninth Amendment dated February 14, 2006 and recorded in the RMC at Deed Book 4046 at Page 403-406;  
by Fortieth Amendment dated February 15, 2006 and recorded in the RMC at Deed Book 4046 at Page 407-410;  
by Forty-First Amendment dated March 3, 2006 and recorded in the RMC at Deed Book 4049 at Page 1372-1375;  
by Forty-Second Amendment dated August 22, 2006 and recorded in the RMC at Deed Book 4084 at Page 1127-1152;  
by Forty-Third Amendment dated August 24, 2006 and recorded in the RMC at Deed Book 4085 at Page 58-61;  
by Forty-Fourth Amendment dated December 15, 2007 and recorded in the RMC at Deed Book 4108 at Page 1020-1024;  
by Forty-Fifth Amendment dated January 18, 2007 and recorded in the RMC at Deed Book 4113 at Page 1504-1507;  
by Forty-Sixth Amendment dated February 26, 2007 and recorded in the RMC at Deed Book 4121 at Page 762-766;  
by Forty-Seventh Amendment dated March 14, 2007 and recorded in the RMC at Deed Book 4124 at Page 1147-1150;  
by Forty-Eighth Amendment dated April 12, 2007 and recorded in the RMC at Deed Book 4130 at Page 2332-2335;  
by Forty-Ninth Amendment dated August 10, 2007 and recorded in the RMC Deed Book 4154 at Page 2263-2270;  
by Fiftieth Amendment dated August 13, 2007 and recorded in the RMC Deed Book 4155 at Page 1125-1133;  
by Fifty-First Amendment dated October 16, 2007 and recorded in the RMC Deed Book 4167 at Page 1484-1487;  
by Fifty-Second Amendment dated January 10, 2008 and recorded in the RMC Deed Book 4181 at Page 1908-1912;  
by Fifty-Third Amendment dated January 31, 2008 and recorded in the RMC Deed Book 4185 at Page 422-426;  
by Fifty-Fourth Amendment dated July 01, 2008 and recorded in the RMC Deed Book 4211 at Page 505-508;  
by Fifty-Fifth Amendment dated June 25, 2008 and recorded in the RMC Deed Book 4210 at Page 50-73;  
by Fifty-Sixth Amendment dated December 18, 2008 and recorded in the RMC Deed Book 4233 at Page 1285-1289;  
by Fifty-Seventh Amendment dated December 11, 2009 and recorded in the RMC Deed Book 4288 at Page 45-50;  
by Fifty-Eighth Amendment dated February 1, 2010 and recorded in the RMC Deed Book 4294 at Page 443-447;  
by Fifty-Ninth Amendment dated December 10, 2010 and recorded in the RMC Deed Book 4339 at Page 95-99;

**WHEREAS**, on August 10, 2011 the Board of Directors of the WPPOA mailed ballots to the Members of the WPPOA. Balloting took place over a thirty+ day period ending September 13, 2011 and,

**WHEREAS**, of the votes cast on the following proposed amendments, Amendment #1 (88%) were cast in favor thereof; Amendment #2 was defeated (42% yes, 58% no).

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

---

**COVENANT AMENDMENT #1**

**Subject: Holiday Inflatables**

As written, Part Two, Article I, Section 9. Signs, and as amended by the Forty-Fourth Amendment, reads:

No signs or ornaments shall be erected or maintained on the Property by anyone including, but not limited to, the owner, a realtor, a contractor or subcontractor, or except with the written permission of the Review Board or except as may be required by legal proceedings. If such permission is granted the Review Board reserves the right to restrict size, color and content of such signs. Approved signs may not be placed on the rear of the property facing a golf course, Woodside Plantation Drive or any other roadway.

Delete Part Two, Article I, Section 9. Signs, and as amended by the Forty-Fourth Amendment, and replace with the following:

No signs or ornaments *including holiday inflatables* shall be erected or maintained on the Property by anyone including, but not limited to, the owner, a realtor, a contractor or subcontractor, or except with the written permission of the Review Board or except as may be required by legal proceedings. If such permission is granted the Review Board reserves the right to restrict size, color and content of such signs. Approved signs may not be placed on the rear of the property facing a golf course, Woodside Plantation Drive or any other roadway.

This Fifty-Ninth Amendment to Declaration is executed this 12th day of December 2011.

Witness:

Melanie J. Brock  
Michelle H. Yonce

WOODSIDE PLANTATION  
PROPERTY OWNERS'  
ASSOCIATION

By:

Bill C. Lykins  
Its President (Bill C. Lykins)

And By:

Bob Horne  
Its Secretary (Bob Horne)

STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me Melanie Brock  
and made oath that (s)he saw the within named Bill C. Lykins, President of  
Woodside Plantation Property Owners' Association, and Bob Horne, Secretary  
of Woodside Plantation Property Owners' Association, sign, seal and as their act  
and deed, deliver the within written instrument and that (s)he, with the other  
witness subscribed above, witnessed the execution thereof.

Melanie Brock  
Witness (Melanie Brock)

SWORN to before me this 12th day of December, 2011.

Patricia T. Leveille  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_  
(Seal)



2011026963  
AMENDED COVENANTS  
RECORDING FEES \$11.00  
PRESENTED & RECORDED:  
12-13-2011 10:15 AM  
JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: LYNN STEMBRIDGE DEPUTY  
BK: RB 4384  
PG: 657 - 661



Return to:  
WDLP  
1419 Silver Bluff Rd.  
Aiken, SC 29803

2012013354  
AMENDED COVENANTS  
RECORDING FEES \$11.00  
PRESENTED & RECORDED:  
05-29-2012 01:00 PM  
JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: MARILYN SEIGLER DEPUTY  
BK: RB 4407  
PG: 1013 - 1017

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF AIKEN                )  
SIXTY-FIRST AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the sixty-first such addition to the Declaration; and

WHEREAS, as permitted by Part One, Article II, Section 2 of the Declaration, Reserve at Hollow Creek, LLC, a South Carolina limited liability company ("Hollow Creek"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.



**NOW, THEREFORE**, the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.
2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Sixty-First Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Section 7, Pine Glen in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."
3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.
4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members

(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.

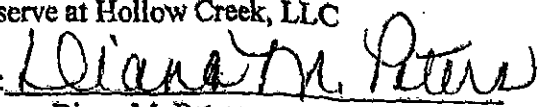
5. This Sixty-First Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

29th 7. This Sixty-First Amendment/Supplementary Declaration is executed this day of May, 2012.

Witness   
Witness

Reserve at Hollow Creek, LLC

By:   
Diana M. Peters  
As Attorney-in-Fact  
See Book RB 4143, Pgs. 378-379

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN            )    **PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 20th day of May, 2012.

Alicia Meador  
Notary Public

My Commission Expires: August 5, 2018



## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 3.83 acres subdivided into twelve (12) residential lots, numbered 701 through 704 and 714 through 720, inclusive, and also includes related roadways and common areas all shown and designated as Woodside Plantation Phase 4 Section 7 upon Record Plat thereof prepared by Southern Partners, Inc. dated March 13, 2012 revised March 13, 2012, and recorded in Book PL 56, at Page 516, records of Aiken County, South Carolina; and Lot 721 as shown and designated upon plat by Benjamin B. Christensen dated November 21, 2011 recorded in Book PL 56, at Page 299, records of Aiken County, South Carolina; reference being made to said plats for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel No. 108-10-02-002



**PG: 545 - 549**

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned The Reserve at Woodside, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Sixty-Second Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase III, Section 16, Hanlon Woods in The Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "The Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.

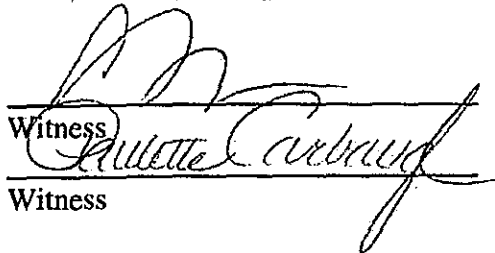
4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members

(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

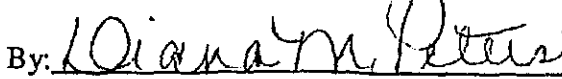
5. This Sixty-Second Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

This Sixty-Second Amendment/Supplementary Declaration is executed this 16<sup>th</sup> day of September, 2013.

  
Witness  
Witness

The Reserve at Woodside, LLC

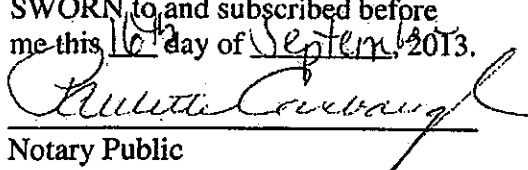
By:   
Diana M. Peters  
As Attorney-in-Fact  
See Misc. Book 1228, at Page 191



STATE OF SOUTH CAROLINA    )  
  )     **PROBATE**  
COUNTY OF AIKEN                )

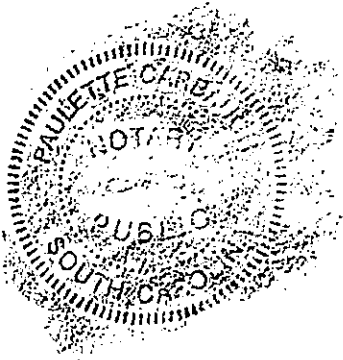
PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named The Reserve at Woodside, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to, and subscribed before  
me this 16<sup>th</sup> day of September, 2013.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**My Commission Expires August 24, 2014**



## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 4.10 acres subdivided into four (4) residential lots, numbered 16.1 through 16.4, inclusive, and also includes related roadways and common areas all shown and designated as Woodside Plantation Phase 3 Section 16A, Hanlon Woods, upon Record Plat thereof prepared by Southern Partners, Inc. dated August 26, 2013 revised September 5, 2013, and recorded in Book PL 57, at Page 400, records of Aiken County, South Carolina, reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel Nos. 107-18-11-001 and 107-18-11-003



**PG: 787 - 791**

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Sixty-Third Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Section 7A, Pine Glen in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.


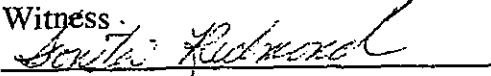
4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members

(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.

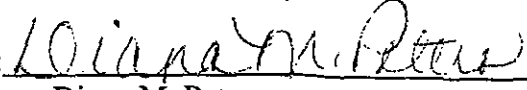
5. This Sixty-Third Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

17<sup>th</sup> 7. This Sixty-Third Amendment/Supplementary Declaration is executed this day of October, 2013.

  
Witness  
  
Witness

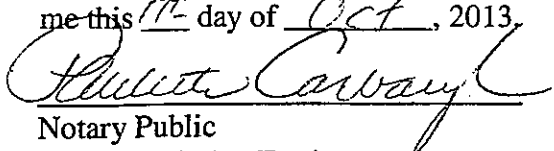
Reserve at Hollow Creek, LLC

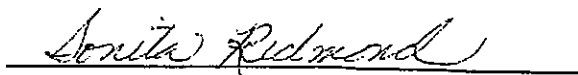
By:   
Diana M. Peters  
As Attorney-in-Fact  
See Book RB 4143, Pgs. 378-379

STATE OF SOUTH CAROLINA    )  
  )     **PROBATE**  
COUNTY OF AIKEN                )

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 17<sup>th</sup> day of Oct, 2013.

  
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_

My Commission Expires:

**My Commission Expires August 24, 2014**

## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 1.52 acres subdivided into seven (7) residential lots, numbered 705 and 707 through 712, inclusive, and also includes related roadways and common areas all shown and designated as Woodside Plantation Phase 4 Section 7A upon Record Plat thereof prepared by Southern Partners, Inc. dated July 23, 2013 revised August 5, 2013, and recorded in Book PL 57, at Page 341, records of Aiken County, South Carolina; and Lot 706 as shown and designated upon plat by Benjamin B. Christensen dated February 27, 2013 recorded in Book PL 57, at Page 44, records of Aiken County, South Carolina; and Lot 713 as shown and designated upon plat by Southern Partners, Inc. dated July 15, 2013, revised August 5, 2013 recorded in Book PL 57, at Page 340, records of Aiken County, South Carolina, reference being made to said plats for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel Nos. 108-10-02-002 and 108-10-12-004





**PG: 792 - 796**

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE,** the undersigned The Reserve at Woodside, LLC, by its designated agent, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Sixty-Fourth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Lot 1A-10, Phase III, Section 1A in The Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "The Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.


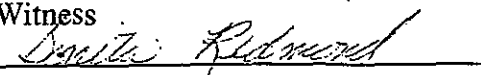
4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members

(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

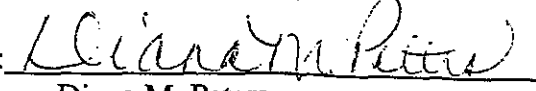
5. This Sixty-Fourth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

17<sup>th</sup> 7. This Sixty-Fourth Amendment/Supplementary Declaration is executed this day of October, 2013.

  
Witness  
  
Witness

The Reserve at Woodside, LLC

By:   
Diana M. Peters  
As Attorney-in-Fact  
(See Misc. Book 1228, at Page 191)

## PROBATE

SWORN to and subscribed before  
me this 17<sup>th</sup> day of Oct, 2013.

My Commission Expires: \_\_\_\_\_

My Commission Expires August 24, 2014

## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, being shown and designated as Lot 1A.10, Phase 3, Section 1-A of The Reserve at Woodside Plantation upon Record Plat thereof prepared by Southern Partners, Inc. dated August 12, 2013, recorded in Book PL 57, at Page 464, records of Aiken County, South Carolina; reference being made to said plats for a more complete and accurate description of the metes, bounds and location of said property.

A portion of tax parcel No. 107-15-20-003



**WHEREAS**, the Declaration has been amended by First Amendment dated June 30, 1986, and recorded in the RMC at Deed Book 513, at Page 241;  
by Second Amendment dated July 12, 1988 and recorded in the RMC at Deed Book 513, at Page 246;  
by Third Amendment dated October 19, 1988 and recorded in the RMC at Deed Book 524, at Page 296;  
by Fourth Amendment dated October 3, 1990 and recorded in the RMC at Deed Book 591, at Page 65;  
by Fifth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 215;  
by Sixth Amendment dated December 26, 1990 and recorded in the RMC at Deed Book 598, at Page 219;  
by Seventh Amendment dated December 27, 1990 and recorded in the RMC at Deed Book 599, at Page 38;  
by Eighth Amendment dated December 14, 1996 and recorded in the RMC at Deed Book 813 at Page 344-346;  
by Ninth Amendment dated October 31, 1996 and recorded in the RMC at Deed Book 850 at Page 345-346;  
by Tenth Amendment dated December 15, 1997 and recorded in the RMC at Deed Book 894 at Page 181-183;  
by Eleventh Amendment dated March 18, 1998 and recorded in the RMC at Deed Book 908 at Page 36-38 and  
by Twelfth Amendment dated August 18, 1998 and recorded in the RMC at Deed Book 934 at Page 129-132;  
by Thirteenth Amendment dated September 16, 1998 and recorded in the RMC at Deed Book 938 at Page 158-161;



by Fourteenth Amendment dated December 31, 1998 and recorded in the RMC at Deed Book 953 at Page 113-115;  
by Fifteenth Amendment dated January 6, 1999 and recorded in the RMC at Deed Book 953 at Page 247-249;  
by Sixteenth Amendment dated June 28, 1999 and recorded in the RMC at Deed Book 981 at Page 177-183;  
by Seventeenth Amendment dated December 2, 1999 and recorded in the RMC at Deed Book 1005 at Page 323-327;  
by Eighteenth Amendment dated February 16, 2000 and recorded in the RMC at Deed Book 1015 at Page 37-40;  
by Nineteenth Amendment dated May 15, 2000 and recorded in the RMC at Deed Book 1025 at Page 67-70;  
by Twentieth Amendment dated November 30, 2000 and recorded in the RMC at Deed Book 1050 at Page 303-307;  
by Twenty-First Amendment dated January 17, 2001 and recorded in the RMC at Deed Book 1055 at Page 153-156;  
by Twenty-Second Amendment dated July 6, 2001 and recorded in the RMC at Deed Book 1081 at Page 68-86;  
by Twenty-Third Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 64-67;  
by Twenty-Fourth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 60-63;  
by Twenty-Fifth Amendment dated August 23, 2001 and recorded in the RMC at Deed Book 1088 at Page 56-59;  
by Twenty-Sixth Amendment dated December 12, 2001 and recorded in the RMC at Deed Book 1104 at Page 346;  
by Twenty-Seventh Amendment dated March 12, 2002 and recorded in the RMC at Deed Book 1118 at Page 52-55;  
by Twenty-Eighth Amendment dated March 13, 2002 and recorded in the RMC at Deed Book 1118 at Page 48-51;  
by Twenty-Ninth Amendment dated June 20, 2002 and recorded in the RMC at Deed Book 1133 at Page 275-278;  
by Thirtieth Amendment dated December 19, 2002 and recorded in the RMC at Deed Book 1166 at Page 275-279;  
by Thirty-First Amendment dated March 7, 2003 and recorded in the RMC at Deed Book 1179 at Page 213-216;  
by Thirty-Second Amendment dated December 8, 2003 and recorded in the RMC at Deed Book 1235 at Page 91-95;  
by Thirty-Third Amendment dated April 23, 2004 and recorded in the RMC at Deed Book 1270 at Page 203-208;  
by Thirty-Fourth Amendment dated December 15, 2004 and recorded in the RMC at Deed Book 1328 at Page 237-242;  
by Thirty-Fifth Amendment dated March 18, 2005 and recorded in the RMC at Deed Book 1349 at Page 147-150;  
by Thirty-Sixth Amendment dated March 21, 2005 and recorded in the RMC at Deed Book 1349 at Page 156-159;  
by Thirty-Seventh Amendment dated April 22, 2005 and recorded in the RMC at Deed Book 1359 at Page 100-126;

by Thirty-Eighth Amendment dated July 15, 2005 and recorded in the RMC at Deed Book 4005 at Page 1710 - 1714;  
by Thirty-Ninth Amendment dated February 14, 2006 and recorded in the RMC at Deed Book 4046 at Page 403-406;  
by Fortieth Amendment dated February 15, 2006 and recorded in the RMC at Deed Book 4046 at Page 407-410;  
by Forty-First Amendment dated March 3, 2006 and recorded in the RMC at Deed Book 4049 at Page 1372-1375;  
by Forty-Second Amendment dated August 22, 2006 and recorded in the RMC at Deed Book 4084 at Page 1127-1152;  
by Forty-Third Amendment dated August 24, 2006 and recorded in the RMC at Deed Book 4085 at Page 58-61;  
by Forty-Fourth Amendment dated December 15, 2007 and recorded in the RMC at Deed Book 4108 at Page 1020-1024;  
by Forty-Fifth Amendment dated January 18, 2007 and recorded in the RMC at Deed Book 4113 at Page 1504-1507;  
by Forty-Sixth Amendment dated February 26, 2007 and recorded in the RMC at Deed Book 4121 at Page 762-766;  
by Forty-Seventh Amendment dated March 14, 2007 and recorded in the RMC at Deed Book 4124 at Page 1147-1150;  
by Forty-Eighth Amendment dated April 12, 2007 and recorded in the RMC at Deed Book 4130 at Page 2332-2335;  
by Forty-Ninth Amendment dated August 10, 2007 and recorded in the RMC Deed Book 4154 at Page 2263-2270;  
by Fiftieth Amendment dated August 13, 2007 and recorded in the RMC Deed Book 4155 at Page 1125-1133;  
by Fifty-First Amendment dated October 16, 2007 and recorded in the RMC Deed Book 4167 at Page 1484-1487;  
by Fifty-Second Amendment dated January 10, 2008 and recorded in the RMC Deed Book 4181 at Page 1908-1912;  
by Fifty-Third Amendment dated January 31, 2008 and recorded in the RMC Deed Book 4185 at Page 422-426;  
by Fifty-Fourth Amendment dated July 01, 2008 and recorded in the RMC Deed Book 4211 at Page 505-508;  
by Fifty-Fifth Amendment dated June 25, 2008 and recorded in the RMC Deed Book 4210 at Page 50-73;  
by Fifty-Sixth Amendment dated December 18, 2008 and recorded in the RMC Deed Book 4233 at Page 1285-1289;  
by Fifty-Seventh Amendment dated December 11, 2009 and recorded in the RMC Deed Book 4288 at Page 45-50;  
by Fifty-Eighth Amendment dated February 1, 2010 and recorded in the RMC Deed Book 4294 at Page 443-447;  
by Fifty-Ninth Amendment dated December 10, 2010 and recorded in the RMC Deed Book 4339 at Page 95-99;  
by Sixtieth Amendment dated December 12, 2011 and recorded in the RMC Deed Book 4384 at Page 657-661;  
by Sixty-First Amendment dated May 29, 2012 and recorded in the RMC Deed Book 4407 at Page 1013-1017;

by Sixty-Second Amendment dated September 16, 2013 and recorded in the RMC Deed Book 4478 at Page 545-549;

by Sixty-Third Amendment dated October 17, 2013 and recorded in the RMC Deed Book 4482 at Page 787-791;

by Sixty-Fourth Amendment dated October 17, 2013 and recorded in the RMC Deed Book 4482 at Page 792-796;

**WHEREAS**, on August 8, 2013 the Board of Directors of the WPPOA mailed ballots to the Members of the WPPOA. Balloting took place over a thirty+ day period ending September 9, 2013 and,

**WHEREAS**, of the votes cast on the following proposed amendment, 88.6% were cast in favor thereof;

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary does hereby state and provide as follows:

---

Amend the Declaration of Covenants and Restrictions Part Two, Article I to include Section 31 which shall read:

**Section 31. Lease or Rental of a Dwelling Unit**

The lease or rental of a dwelling for residential purposes is permitted so long as the lease (i) is for not less than the entire dwelling and all the improvements thereon, (ii) is for a term of at least six (6) months, (iii) is for single family occupancy including unmarried couples, (iv) excludes use of RV facility and garden area and (v) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the WPPOA. All leases shall be required to be in writing, and, prior to the commencement of any such lease, the property owner shall provide the WPPOA with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of the Covenants and the rules and regulations adopted thereunder. Sublets by tenants or other occupants of a dwelling shall not be permitted. In no event shall it be determined that a landlord/tenant relationship exists between WPPOA and an occupant of a dwelling.

Section 31 does not apply to (a) Masters' Week Rentals, (b) dwellings occupied by a family member(s), (c) a lease that results from a sale by a property owner of his property and an immediate "lease back" from the new owner, or (d) dwellings leased prior to the date of this Amendment subject to such reasonable conditions as WPPOA may by rule and regulation impose. In addition, Section 31 does not apply to developer lease backs and short term rentals resulting from property sales and/or new home construction or to short term rentals to a third party who is in the process of purchasing or constructing a home within Woodside Plantation.

Property owners are responsible to insure that their tenants comply with the General Covenants of Woodside Plantation, the Building Guidelines and with all WPPOA policies. In the event tenants fail to comply with the Covenants, the Building Guidelines or WPPOA policies, the property owner is responsible for such violations, and for all fines imposed because of tenant(s) violations. Fines may be assessed as liens against property owners. The Owner remains responsible for all POA dues and assessments. In the event of repeated violations of the Covenants, the Building Guidelines or WPPOA policies by a tenant or violations which remain uncured after a reasonable period of time has been

provided in which to cure, WPPOA may, in its sole discretion, refuse entry into Woodside Plantation by such tenant.

In order to assure protection of all property owners, the WPPOA requires that any property owner who leases property is required to provide to the WPPOA a copy of the lease within 15 days prior to the effective date of the lease, or as soon as reasonably possible in the event of a lease with an effective date of less than 15 days following execution of the lease. All leases must specifically require that the property be maintained in accordance with the requirements set forth in the Declaration. In addition, the lease must contain language sufficient to insure compliance with Article I, Section 31. The following language is to be included in all property owner leases:

**This lease is subject to the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of the Woodside Plantation Property Owners' Association, Inc., all policies enacted thereunder, and the policy on leases by property owners adopted by the Board of Directors of the Woodside Plantation Property Owners' Association, Inc., as said policy may be amended from time to time. Tenant(s)/Lessee(s) has received a copy of the Declaration, and agrees to abide by all terms and conditions thereof and all policies promulgated thereunder. Failure by Tenant/Lessee to so comply shall constitute an act of default under the lease, and shall entitle Lessor to immediately cancel this lease.**

This Sixty-Fifth Amendment to Declaration is executed this 13th day of December 2013.

Witness:

Melanie Brock  
James C. Brown

WOODSIDE PLANTATION  
PROPERTY OWNERS'  
ASSOCIATION

By:

Nancy Hughes  
Its President (Nancy Hughes)

And By:

Dee Clark  
Its Secretary (Dee Clark)

STATE OF SOUTH CAROLINA )  
 )ss.  
COUNTY OF AIKEN )

PERSONALLY appeared before me Melanie Brock  
and made oath that (s)he saw the within named Nancy Hughes, President of  
Woodside Plantation Property Owners' Association, and Dee Clark, Secretary  
of Woodside Plantation Property Owners' Association, sign, seal and as their act  
and deed, deliver the within written instrument and that (s)he, with the other  
witness subscribed above, witnessed the execution thereof.

Melanie Brock  
Witness (Melanie Brock)

SWORN to before me this 13th day of December, 2013.

Patricia T. Leveille  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



2013030012  
AMENDED COVENANTS  
RECORDING FEES \$12.00  
PRESENTED & RECORDED:  
12-13-2013 10:24 AM  
JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: JULIE STUTTS DEPUTY RMC  
BK: RB 4488  
PG: 1911 - 1916

1 DLP  
119 Silver Bluff Rd.  
Aiken, SC 29803

2014011867  
AMENDED COVENANTS  
RECORDING FEES \$11.00  
PRESENTED & RECORDED  
06-09-2014 02:38 PM  
JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: JENNIFER MATHIS DEPUTY  
BK: RB 4508  
PG: 1692 - 1696

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
**SIXTY-SIXTH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the sixty-sixth such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, Reserve at Hollow Creek, LLC, a South Carolina limited liability company ("Hollow Creek"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Sixty-Sixth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Section 14-A, Summer Hill in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.

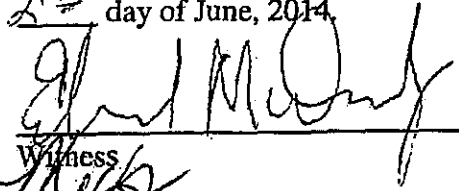
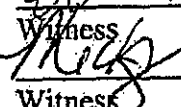
4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members

(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.

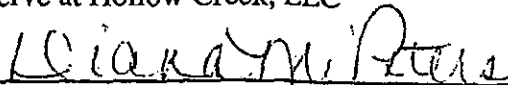
5. This Sixty-Sixth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

2<sup>nd</sup> 7. This Sixty-Sixth Amendment/Supplementary Declaration is executed this day of June, 2014.

  
Witness  
  
Witness

Reserve at Hollow Creek, LLC

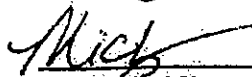
By:   
Diana M. Peters  
As Attorney-in-Fact  
See Book RB 4143, Pgs. 378-379

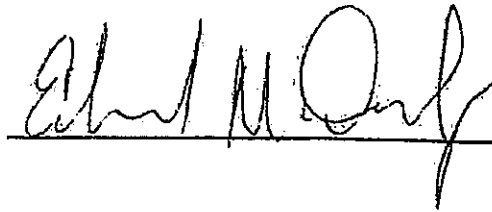


STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN            )     **PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 3 day of June, 2014.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

  
\_\_\_\_\_

My Commission Expires July 23rd, 2023

## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 4.30 acres subdivided into twelve (12) residential lots, numbered 1401 through 1412, inclusive, and also includes related roadways and common areas all shown and designated as Woodside Plantation Phase 4 Section 14-A upon Record Plat thereof prepared by Southern Partners, Inc. dated May 14, 2014 last revised May 27, 2014, and recorded in Book PL 57, at Page 840, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel No. 108-11-03-002



**NOW, THEREFORE**, the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Sixty-Sixth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Section 14-B, Summer Hill in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members

(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.

5. This Sixty-Seventh Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Sixty-Seventh Amendment/Supplementary Declaration is executed  
this 3<sup>rd</sup> day of March, 2015.

Marion Dyer  
Witness  
Mich  
Witness

Reserve at Hollow Creek, LLC

By: Diana M. Peters  
Diana M. Peters  
As Attorney-in-Fact  
See Book RB 4143, Pgs. 378-379



## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 8.14 acres subdivided into twelve (12) residential lots, numbered 14.13 through 14.24, inclusive, and also includes related roadways and common areas all shown and designated as Woodside Plantation Phase 4 Section 14-B upon Record Plat thereof prepared by Southern Partners, Inc. dated January 14, 2015 last revised February 19, 2015, and recorded in Book PL 58, at Page 364, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel No. 108-11-03-002

2016015834  
AMENDED COVENANTS  
RECORDING FEES \$11.00  
PRESENTED & RECORDED  
07-05-2016 02:25 PM  
JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: MARILYN SEIGLER DEPUTY  
BK: RB 4612  
PG: 1293 - 1297

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
**SIXTY-EIGHTH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

WHEREAS, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the sixty-eighth such addition to the Declaration; and

WHEREAS, as permitted by Part One, Article II, Section 2 of the Declaration, Reserve at Hollow Creek, LLC, a South Carolina limited liability company ("Hollow Creek"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

WHEREAS, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.



**NOW, THEREFORE**, the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Sixty-Eighth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Section 14-C, Summer Hill in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members

(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.

5. This Sixty-Eighth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Sixty-Eighth Amendment/Supplementary Declaration is executed this 5<sup>th</sup> day of July, 2016.

Morgan Dyer  
Witness  
Alii Mladen  
Witness

Reserve at Hollow Creek, LLC

By: Diana M. Peters  
Diana M. Peters  
As Attorney-in-Fact  
See Book RB 4143, Pgs. 378-379



## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 7.27 acres subdivided into twenty-two (22) residential lots, numbered 14.26 through 14.47, inclusive, and also includes related roadways and common areas all shown and designated as Woodside Plantation Phase 4 Section 14-C upon Record Plat thereof prepared by Southern Partners, Inc. dated June 14, 2016, and recorded in Book PL 59, at Page 322 records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel Nos. 108-11-03-001 and 108-11-03-002

PG: 2118 - 2122

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.



**NOW, THEREFORE,** the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Sixty-Ninth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Section 8, The Meadows in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.



4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members

(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.


5. This Sixty-Ninth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Sixty-Ninth Amendment/Supplementary Declaration is executed as of the 3<sup>rd</sup> day of January, 2017.

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

Reserve at Hollow Creek, LLC

By:   
\_\_\_\_\_  
Diana M. Peters  
As Attorney-in-Fact  
See Book RB 4143, Pgs. 378-379

## PROBATE

SWORN to and subscribed before  
me this 3<sup>rd</sup> day of January, 2017.

My Commission Expires: \_\_\_\_\_

4



## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 14.15 acres subdivided into thirty-two (32) residential lots, numbered 801 through 832, inclusive, and also includes related roadways and common areas all shown and designated as Woodside Plantation Phase 4 Section 8 upon Record Plat thereof prepared by Southern Partners, Inc. dated September 12, 2016, and recorded in Book PL 59, at Page 705, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel Nos. 108-10-02-002

**2017032079**

AMENDED COVENANTS

RECORDING FEES \$11.00

PRESENTED & RECORDED

**12-28-2017 03:26 PM**

**JUDITH WARNER**

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: QUINLAN BATES DEPUTY

**BK: RB 4699**

**PG: 79 - 83**

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

**SEVENTIETH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the seventieth such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, Reserve at Hollow Creek, LLC, a South Carolina limited liability company ("Hollow Creek"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

(the commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.

5. This Seventieth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

20th 7. This Seventieth Amendment/Supplementary Declaration is executed this day of December 2017.

Witness

Witness

Reserve at Hollow Creek, LLC

By:

Diana M. Peters  
Diana M. Peters

As Attorney-in-Fact

See Book RB 4143, Pgs. 378-379

### EXHIBIT "A"

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 0.37 acre representing one (1) residential lot, numbered 4.22 shown and designated as Woodside Plantation Phase 4 Section 4-B upon Record Plat thereof prepared by Southern Partners, Inc. dated November 6, 2017, and recorded in Book PL 60, at Page 366 records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

A portion of Tax Parcel No. 108-11-03-001

FINAL PLAT  
APPROVED

12-28-17

12-28-17

2017032078

PLAT

RECORDING FEES \$10.00

PRESENTED & RECORDED

12-28-2017 03:26 PM

JUDITH WARNER

REGISTERED PROFESSIONAL SURVEYOR

AIKEN COUNTY, SC

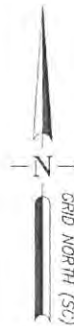
BY: GUINLAN BATES DEPUTY

BK: PL 60

PG: 366 - 366

PREPARED FOR:  
**THE RESERVE AT HOLLOW CREEK, LLC**

1419 SILVERBLUFF ROAD AIKEN, S.C. 29803 (803) 643-4653



**PROJECT DATA**

TOTAL ACRES 0.37 AC  
ZONING P.R.  
TAX PARCEL (PO)108-11-03-001  
TOTAL NO. OF LOTS 1  
REFERENCE: DB 4102, Pg 1964-1968



Reserve at Hollow Creek, LLC

DB 4102/P 1964-1968

PO 108-11-03-001

CAPPED REBAR SET

Reserve at Hollow Creek, LLC  
PB 57, PG 647  
PO 108-11-03-002

CAMERON ALLEY  
30' R/W (PRIVATE)

ROCK MAPLE COURT  
50' R/W (PRIVATE)

"I hereby state that to the best of my knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."

11-15-17

SUMMER WINDS CIRCLE  
42' R/W (PRIVATE)

R=329.00' L=20.89'  
(Ch.=N04°05'44"W 20.88')

4.22

0.37 AC  
16,231.0 S.F.  
PO 108-11-03-001

LOT 14.47 -  
N/F Reserve at Hollow Creek, LLC  
PB 59, PG 372  
PO 108-10-14-007

**NOTES**

- 1.) #4 REBARS SET ON ALL PROPERTY CORNERS, UNLESS OTHERWISE SHOWN.
- 2.) ALL STREETS ARE PRIVATE AND A PERMANENT INGRESS AND EGRESS EASEMENT TO THE CITY OF AIKEN FOR UTILITY REPAIR, MAINTENANCE AND TRASH COLLECTION.
- 3.) FRONT YARD SETBACK IS 20 FT. UNLESS OTHERWISE SHOWN.
- 4.) SIDE YARD SETBACK IS 10 FEET.
- 5.) REAR YARD SETBACK 25 FT. ON ALL LOTS.
- 6.) THERE IS A 10' SIDE 5' FRONT AND 20' REAR EASEMENT ON EACH LOT RESERVED FOR DRAINAGE AND UTILITIES.
- 7.) WOODSIDE ARCHITECTURAL REVIEW BOARD BUILDING GUIDELINES MAY BE MORE LIMITING ON SOME LOTS.
- 8.) ALL EASEMENTS SHALL REMAIN UNOBTSTRUCTED AND FULLY ACCESSIBLE THERE SHALL BE NO OBSTRUCTIONS (I.E. HOUSES, BUILDINGS, STORAGE BUILDINGS, FENCE ETC.), WITHIN AN EASEMENT.
- 9.) THERE SHALL BE A MINIMUM OF 15 FEET BETWEEN ONE-STORY BUILDINGS AND 20-FEET BETWEEN TWO-STORY BUILDINGS AND ANY OTHER BUILDING.
- 10.) ALL UTILITIES OTHER THAN IN THE REAR YARDS MUST BE SCREENED BY EVERGREEN SHRUBBERY AT LEAST 3' HIGH AT PLANTING AFTER PRUNING.
- 11.) ALL WORKING MUST BE UNDER GROUND.
- 12.) THERE IS A 20 FT EASEMENT CENTERED ON ALL INSTALLED SANITARY SEWER PIPE IN FAVOR OF THE CITY OF AIKEN.
- 13.) THERE IS A 20 FT EASEMENT CENTERED ON ALL INSTALLED STORM SEWER PIPE IN FAVOR OF THE CITY OF AIKEN.
- 14.) THERE IS A 15 FT EASEMENT CENTERED ON ALL INSTALLED WATER PIPE IN FAVOR OF THE CITY OF AIKEN.
- 15.) WATER EASEMENT TO EXTEND UP TO AND INCLUDE WATER METERS IN FAVOR OF THE CITY OF AIKEN.
- 16.) SEWER EASEMENT TO EXTEND UP TO THE CLEANOUT AT THE EDGE OF RIGHT OF WAY OR THE EDGE OF THE SEWER EASEMENT IF THE SEWER IS NOT IN RIGHT OF WAY.

**NOTE:**

ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP PANEL 526 OF 775, MAP NUMBER 4500300526E, EFFECTIVE JUNE 19, 2012 THE AREA IS IN ZONE "X" (other areas) AND THEREFORE IS NOT IN A DESIGNATED FLOOD HAZARD AREA.

PLAT

LOT 4.22, STONEHURST AT  
WOODSIDE PLANTATION PHASE 4 SECTION 4-B

DESCRIPTION:

PROPERTY LOCATED IN THE CITY OF AIKEN  
AIKEN COUNTY, SOUTH CAROLINA

**Southern Partners, Inc.**

ENGINEERS - SURVEYORS - PLANNERS  
1233 AUGUSTA WEST PARKWAY AUGUSTA, GEORGIA 30909 (706) 855-8000

SCALE: 1" = 40'

DATE: 11-06-17

REV. DATE: DATE

SP No. 27592

27692/Survey/27692-Lot-4-22

**2018020483**  
**RESTRICTIVE COVENANTS**  
**RECORDING FEES \$15.00**  
**PRESENTED & RECORDED:**  
**08-23-2018 04:10 PM**  
**JUDITH WARNER**  
**REGISTER OF MESNE CONVEYANCE**  
**AIKEN COUNTY, SC**  
**BY: VIRGINIA DUNN DEPUTY**  
**BK: RB 4737**  
**PG: 1259 - 1267**

[illegible]

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the fiftieth such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, Reserve at Hollow Creek, LLC, a South Carolina limited liability company (“The Reserve”), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of “Property” as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned Reserve at Hollow Creek, LLC, by its authorized attorney-in-fact, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Seventy-First Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Section 10, Lots 10.1 thru 10.12, Meadowbrook Estates in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the commensurately higher fees and dues) may be available at any time and from time to



time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.



5. Lots in Phase IV, Section 10, Meadowbrook Estates are developed to accentuate the pristine woodlands upon which the lots are located. A primary theme is the use of street trees to ensure the focus on nature and landscaping. The Reserve will initially install approximately two (2) trees on each lot. All initial and subsequent purchasers of lots shall be responsible for maintaining and, if necessary, relocating or replacing such trees, whether located within or outside the platted right-of-way of Anderson Mill Road. The Reserve or, following transfer to Woodside Plantation Property Owners' Association, Inc. as described above, shall have sole discretion on applications by property owners pertaining to removal, replacement or relocation of such trees.

6. Certain of the lots in Phase IV, Section 10, Meadowbrook Estates are fully or partially located within United States Army Corps of Engineers Jurisdictional Wetlands and/or affiliated wetlands buffers and, as such, are further subject to the additional restrictive covenants set forth in Exhibit "B" attached hereto and by referenced incorporated herein.


7. This Seventy-First Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

8. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

9. This Seventy-First Amendment/Supplementary Declaration is executed this 23<sup>rd</sup> day of August, 2018.

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

Reserve at Hollow Creek, LLC


By:   
Diana M. Peters  
As Attorney-in-Fact  
See Book RB 4143, Pgs. 378-379



)

)

## PROBATE



## EXHIBIT "A"

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 14.15 acres subdivided into twelve (12) residential lots, numbered 10.1 through 10.12, inclusive, and also includes related roadways and common areas all shown and designated as Meadowbrook Estates, Woodside Plantation Phase 4, Section 10 upon Record Plat thereof prepared by Southern Partners, Inc. dated May 25, 2018, last revised August 13, 2018, and recorded in Book PL 60, at Page 809, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel No. 108-14-04-001

## EXHIBIT "B"

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN            )    **DECLARATION OF  
RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** is made this 23<sup>rd</sup> day of August, 2018, by Reserve at Hollow Creek, LLC, a South Carolina limited liability company ("Declarant").

### RECITALS

**WHEREAS**, Declarant is the owner of certain real property ("*real property*" includes wetlands, any interest in submerged lands, uplands, associated riparian/littoral rights) located in Aiken County, South Carolina, more particularly described as follows ("Property"):

Those portions of Lots 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12 designated as wetland buffers on record plat of Woodside Plantation Phase 4 Section 10 in the City of Aiken, Aiken County, South Carolina prepared by Southern Partners, Inc. dated May 25, 2018, last revised August 13, 2018, and recorded in Book PL 60, at Page 809 records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

and

**WHEREAS**, as compensatory mitigation under Federal law for Department of the Army Permit No. 2002-1A-470 ("Permit") issued by the U.S. Army Corps of Engineers, Charleston District ("Corps" or "Charleston District," to include any successor agency), and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Declarant has agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever.

**NOW THEREFORE**, Declarant hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (they are included in the term, "Declarant," below), lessees, or other occupiers and users.

1.    **Prohibitions.** Declarant is and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying

vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Property; introducing exotic species into the Property (except biological controls preapproved in writing by the Corps); and from 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. The following are expressly excepted from this paragraph: a) cumulatively very small impacts associated with hunting (excluding planting or burning), fishing, and similar recreational or educational activities, consistent with the continuing natural condition of the Property; b) removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster; c) restoration or mitigation required under law; d) construction of ditches, swales, and outfalls as pre-approved in writing by the U.S. Corps of Engineers (COE) and the South Carolina Department of Health and Environmental Control (DHEC) that are both required and the minimum necessary for compliance with applicable stormwater management and sediment reduction laws and regulations. These ditches shall not be constructed so as to drain wetlands through alteration of the hydrology. Activities allowed under this exception shall be limited as follows:

1. All such activities shall be applicable to upland buffer areas only and not wetlands.
2. All such activities shall be the minimum size and number necessary.
3. Ditches and swales shall have a bottom width of not more than five feet (1.52 meters), a depth below adjacent natural ground elevation of not more than four feet (1.22 meters), and a side slope of not less than three feet vertical to one foot horizontal (3V: 1H).
4. The side slopes and surrounding areas of ditches and swales shall be stabilized and restored immediately following construction with natural vegetation. The bottoms of ditches and swales may be cleared and periodically maintained by removal of vegetation. Vegetation shall not be removed by use of herbicides or other chemical means.
5. Upon completion of the work, disturbed areas other than ditches and swales shall be restored to the original contours and elevations and shall be permanently stabilized by restoration of natural vegetation.

e) installation and maintenance of necessary utilities in designated upland buffer areas as pre-approved in writing by the COE and SCDHEC. All excavated areas shall be restored to pre-existing grade immediately following construction. Utility construction in wetland mitigation areas may be allowed if properly permitted by appropriate state and federal authorities; and f) construction and maintenance of pedestrian paths and/or boardwalks up to 4' in width as pre-approved in writing by the COE and SCDHEC.

2. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and Declarant. The recorded document, as amended, shall be consistent with the Charleston District model conservation restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Charleston District mitigation policy at the time of amendment. There shall be no obligation to allow an amendment.

3. **Notice to Government.** Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

4. **Reserved Rights.** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above, and Declarant reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.

5. **Compliance Inspections.** The Corps and its authorized agents shall have the right to enter and go upon the lands of Declarant to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. **Enforcement.** The Declarant grants to the Corps and the U.S. Department of Justice, a discretionary right to enforce these restrictive covenants in a judicial action against any person or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.

7. **Property Transfers.** Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):


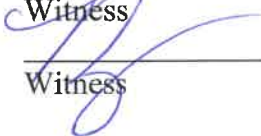
NOTICE: This Property Subject to Declaration of Restrictive Covenants  
Recorded in the Aiken County, South Carolina, RMC Office on August  
23, 2018 in Book RB 64739 at Pages 1259-1267

8. **Marking of Property.** The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.


9. **Recording of Plat.** A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat is recorded in Book PL 60, at Page 809, records of Aiken County, South Carolina.

10. **Separability Provision.** Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Declarant has duly executed this Declaration of Restrictive Covenants the date written above.

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

Reserve at Hollow Creek, LLC

By:   
\_\_\_\_\_  
Diana M. Peters  
As its Attorney-in-Fact  
See Book RB 4143, Pgs. 378-379

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN                    )

**PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Diana M. Peters as its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 23<sup>rd</sup> day of August, 2018.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

  
\_\_\_\_\_

**My Commission Expires July 23<sup>rd</sup>, 2023**

2019030874

AMENDED COVENANTS

RECORDING FEES \$25.00

PRESENTED & RECORDED

12-06-2019 03:02 PM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: JENNIFER YOUNG DEPUTY

BK: RB 4816

PG: 828 - 830

STATE OF SOUTH CAROLINA	)	SEVENTY-SECOND AMENDMENT/
	)	SUPPLEMENTARY DECLARATION TO
COUNTY OF AIKEN	)	THE COVENANTS AND
		RESTRICTIONS OF WOODSIDE
		PLANTATION PROPERTY OWNERS'
		ASSOCIATION, INC. AND WOODSIDE
		DEVELOPMENT COMPANY OF
		AIKEN, INC.

**WHEREAS**, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owners' Association, Inc. ("WPPOA") and Woodside Development Company of Aiken and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451 at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time-to-time and this Amendment/Supplementary Declaration becomes the Seventy-Second such addition to this Declaration; and

**WHEREAS**, on August 15, 2019, the Board of Directors of the WPPOA mailed ballots to the Members of the WPPOA. Balloting took place over a period ending on September 17, 2019; and

**WHEREAS**, of the votes cast on the following proposed amendment, 89% were cast in favor thereof;

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary, does hereby state and provide as follows:

(1) The WHEREAS clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

(2) That whenever written notice is required to be given to any Member under the provisions of the Declaration or pursuant to the Bylaws of Woodside Plantation Property Owners' Association, Inc. (the "Bylaws"), as the same have been amended, such notice may be made by either the means currently set forth in Declaration and Bylaws or, at the



option of the Member, notice may be sent by email transmission provided that the Member has provided the WPPOA with the Member's email address and has specifically consented to receiving notices by email transmission in lieu of any other form of notification. All of the provisions regarding the time for giving of such notice shall remain unchanged regardless of the means by which the notice is sent. Should a Member elect to receive notice by email transmission, it shall be such Member's responsibility to notify the WPPOA should the email address change. In addition, whenever action is permitted to be taken under either the Declaration or the Bylaws without a meeting, voting by electronic means (including email transmission) shall be permitted in addition to those means of balloting currently set forth in the Declaration and Bylaws. With respect to electronic balloting, the WPPOA shall take such action as is reasonably necessary to prevent duplicate and unauthorized balloting. The time limits for a response shall be as set forth in the Declaration and Bylaws or, in the event that no time limits are set forth therein, as shall be set forth in the ballot.

(3) Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

(4) This Seventy-Second Amendment/Supplementary Declaration to the Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken, Inc. is executed this 21st day of November, 2019.

WITNESSES:

Stephanie Welch

Time Carlson

WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC.

By: Chuk  
Its President

And By: Angela Adgey  
Its Secretary



STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that ANGELA HODGES and CHARLIE CALL personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Woodside Plantation Property Owners' Association, Inc.

Witness my hand and official seal this the 21<sup>ST</sup> day of NOVEMBER, 2019.

Adrienne Knowles  
Notary Public for the State of SOUTH CAROLINA  
My Commission Expires:

[NOTARY SEAL]



Adrienne Knowles  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
July 26, 2029

**2020001519**  
**AMENDED COVENANTS**  
**RECORDING FEES** \$25.00  
**PRESENTED & RECORDED:**  
**01-21-2020 03:07 PM**  
**JUDITH WARNER**  
 REGISTER OF MESNE CONVEYANCE  
 AIKEN COUNTY, SC  
 BY: VIRGINIA DUNN DEPUTY  
**BK: RB 4823**  
**PG: 1128 - 1132**

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE,** the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Seventy-Third Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Sections 4-C and 4-D, Stonehurst in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the

commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.

5. This Seventy-Third Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Seventy-Third Amendment/Supplementary Declaration is executed this 20<sup>th</sup> day of January, 2020.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

Reserve at Hollow Creek, LLC

By: 

Diana M. Peters

As Attorney-in-Fact

See Book RB 4143, Pgs. 378-379

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)

)

## PROBATE

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 30 day of January, 2020.

Notary Public

My Commission Expires: \_\_\_\_\_

**My Commission Expires July 23<sup>rd</sup>, 2023**

Michelle Gray

## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 0.52 acre representing one (1) residential lot numbered 4.21 and related common area shown and designated as Woodside Plantation Phase 4 Section 4-C upon Record Plat thereof prepared by Southern Partners, Inc. dated September 26, 2019, and recorded in Book PL 61, at Page 707, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

A portion of Tax Parcel No. 108-11-03-001

And

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 1.31 acres subdivided into two (2) residential lots numbered 4.16 and 4.18 shown and designated as Woodside Plantation Phase 4 Section 4-D upon Record Plat thereof prepared by Southern Partners, Inc. dated December 9, 2019 and recorded in Book PL 61, at Page 834, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

A portion of Tax Parcel No. 108-11-03-001

STATE OF SOUTH CAROLINA       )  
   )  
COUNTY OF AIKEN                      )       **SEVENTY-FOURTH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the seventy-fourth such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, Reserve at Hollow Creek, LLC, a South Carolina limited liability company (“Hollow Creek”), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of “Property” as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Seventy-Fourth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Section 4-E, Stonehurst in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the


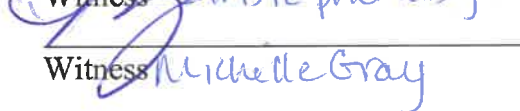


commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.


5. This Seventy-Fourth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Seventy-Fourth Amendment/Supplementary Declaration is executed this 10<sup>th</sup> day of February, 2020.

  
Witness Christopher M. Dwyer  
  
Witness Michelle Gray

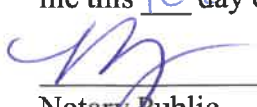
Reserve at Hollow Creek, LLC

By:   
Diana M. Peters  
As Attorney-in-Fact  
See Book RB 4143, Pgs. 378-379

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF AIKEN                             )     **PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 10th day of February, 2020.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

  
\_\_\_\_\_

My Commission Expires July 23<sup>rd</sup>, 2023

## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 0.53 acre representing one (1) residential lot numbered 4.19 and related common area shown and designated as Woodside Plantation Phase 4 Section 4-E upon Record Plat thereof prepared by Southern Partners, Inc. dated January 13, 2020, and recorded in Book PL 61, at Page 893, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

A portion of Tax Parcel No. 108-11-03-001

**2020016859**

AMENDED COVENANTS

RECORDING FEES \$25.00

PRESENTED & RECORDED:

**07-17-2020 02:40 PM**

**JUDITH WARNER**

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: JENNIFER YOUNG DEPUTY

**BK: RB 4858**

**PG: 1810 - 1814**

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN                )  
**SEVENTY-FIFTH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the seventy-fifth such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, Reserve at Hollow Creek, LLC, a South Carolina limited liability company ("The Reserve"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, The Reserve desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned Reserve at Hollow Creek, LLC, by its authorized attorney-in-fact, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Seventy-Second Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Section 3B, Lots 3B-1 thru 3B-24, Longmeadow in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from The Reserve to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the commensurately higher fees and dues) may be available at any time and from time to time

from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or The Reserve generally under the Declaration.

5. Lots in Phase IV, Section 3B, Longmeadow are developed to accentuate the golf course abutting the lots. ARB II has published building guidelines applicable to the Lots in Phase IV, Section 3B, Longmeadow, including guidelines specific for lots adjacent to golf courses, and reserves the right to modify the building guidelines at any time and from time to time.

6. The Developer has or will install street trees on certain lots within Longmeadow to create a natural, aesthetically pleasing streetscape along Commonwealth Way. All initial and subsequent purchasers of lots shall be responsible for maintaining and, if necessary, relocating or replacing such trees, whether located within or outside the platted right-of-way of Commonwealth Way. The Reserve or, following transfer to Woodside Plantation Property Owners' Association, Inc. as described above, shall have sole discretion on applications by property owners pertaining to removal, replacement or relocation of such trees.

7. This Seventy-Fifth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

8. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

9. This Seventy-Fifth Amendment/Supplementary Declaration is executed this 17<sup>th</sup> day of July, 2020.

Witness

Witness

Reserve at Hollow Creek, LLC

By:

Diana M. Peters  
Diana M. Peters

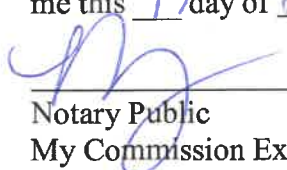
As Attorney-in-Fact

See Book RB 4143, Pgs. 378-379

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN                    )       **PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 17 day of July, 2020.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

  
\_\_\_\_\_

**My Commission Expires July 23<sup>rd</sup>, 2023**

## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 11.77 acres subdivided into twenty-four (24) residential lots, numbered 3B-1 3B-24, inclusive, and also includes related roadways and common areas all shown and designated as Longmeadow, Woodside Plantation Phase 4, Section 3B upon Record Plat thereof prepared by Southern Partners, Inc. dated May 12, 2020, and recorded in Book PL ~~62~~, at Page ~~259~~, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

All a portion of Tax Parcel No. 108-11-03-001



**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE,** the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Seventy-Sixth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Sections 4-F and 4-G, Stonehurst in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the

commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.

5. This Seventy-Sixth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Seventy-Sixth Amendment/Supplementary Declaration is executed as of the 1<sup>st</sup> day of April, 2021.

Witness

Witness

  
Christopher Dyer

  
Michelle Gray

Reserve at Hollow Creek, LLC

By:

  
Diana M. Peters

As Attorney-in-Fact

See Book RB 4143, Pgs. 378-379


STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF AIKEN                             )     **PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 1<sup>st</sup> day of April, 2021.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

  
\_\_\_\_\_  
Christopher Dyer

My Commission Expires July 23<sup>rd</sup>, 2023

*Michelle Gray*

## **EXHIBIT "A"**

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 0.71 acre representing one (1) residential lot numbered 4.17 and related common area shown and designated as Woodside Plantation Phase 4 Section 4-F upon Record Plat thereof prepared by Southern Partners, Inc. dated February 15, 2021, and recorded in Book PL 62, at Page 855, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

AND, ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 0.46 acre representing one (1) residential lot numbered 4.20 and related common area shown and designated as Woodside Plantation Phase 4 Section 4-G upon Record Plat thereof prepared by Southern Partners, Inc. dated March 10, 2021, and recorded in Book PL 62, at Page 851, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

Both a portion of Tax Parcel No. 108-11-03-001

Return to: WDLR  
1419 Silver Bluff Rd  
Aiken, SC 29803

2021030726

AMENDED COVENANTS  
RECORDING FEES \$25.00  
PRESENTED & RECORDED:

10-08-2021 02:55 PM

JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: JENNIFER YOUNG DEPUTY

BK: RB 4968

PG: 1133 - 1137

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

**SEVENTY-SEVENTH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the seventy-seventh such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, Reserve at Hollow Creek, LLC, a South Carolina limited liability company ("Hollow Creek"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE,** the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Seventy-Sixth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase IV, Section 4-H, Stonehurst in Hollow Creek Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Hollow Creek Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the

commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.

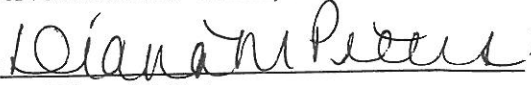
5. This Seventy-Seventh Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Seventy-Seventh Amendment/Supplementary Declaration is executed as of the 2<sup>nd</sup> day of July, 2021.

  
\_\_\_\_\_  
Witness Katherine Cromer  
  
\_\_\_\_\_  
Witness Michelle Gray

Reserve at Hollow Creek, LLC

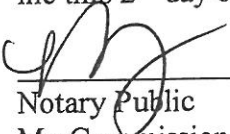
By:   
\_\_\_\_\_  
Diana M. Peters  
As Attorney-in-Fact  
See Book RB 4143, Pgs. 378-379




STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF AIKEN                     )     **PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 2<sup>nd</sup> day of July, 2021.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

  
\_\_\_\_\_

*My Commission Expires July 23<sup>rd</sup>, 2023*

## EXHIBIT "A"

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 0.56 acre representing one (1) residential lot numbered 4.15 and related common area shown and designated as Woodside Plantation Phase 4 Section 4-H upon Record Plat thereof prepared by Southern Partners, Inc. dated May 21, 2021, and recorded in Book PL 63, at Page 185, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

~~Both~~ a portion of Tax Parcel No. 108-11-03-001

**2021030728**  
**AMENDED COVENANTS**  
**RECORDING FEES** \$25.00  
**PRESENTED & RECORDED:**  
**10-08-2021 02:55 PM**  
**JUDITH WARNER**  
**REGISTER OF MESNE CONVEYANCE**  
**AIKEN COUNTY, SC**  
**BY: JENNIFER YOUNG DEPUTY**  
**BK: RB 4968**  
**PG: 1138 - 1142**

**STATE OF SOUTH CAROLINA            )  
COUNTY OF AIKEN                 )**

**SEVENTY-EIGHTH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the seventy-eighth such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, Reserve at Hollow Creek, LLC, a South Carolina limited liability company (“Hollow Creek”), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of “Property” as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Seventy-Sixth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase II, Section 26-B, Oakman's Bluff in The Reserve at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "The Reserve at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the

commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.

5. This Seventy-Eighth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Seventy-Eighth Amendment/Supplementary Declaration is executed as of the 8<sup>th</sup> day of October, 2021.

Katherine Cromer  
Witness  
Michelle Gray  
Witness

Reserve at Hollow Creek, LLC

By: Diana M. Peters  
Diana M. Peters  
As Attorney-in-Fact  
See Book RB 4143, Pgs. 378-379

## PROBATE

SWORN to and subscribed before  
me this 8 day of October, 2021.

My Commission Expires:

My Commission Expires July 23<sup>rd</sup>, 2023

## EXHIBIT "A"

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 11.1 acres representing fourteen (14) residential lots numbered Lot 1 through Lot 14 and related common areas shown and designated as Woodside Plantation Phase II Section 26-B upon Record Plat thereof prepared by Southern Partners, Inc. dated September 8, 2021, and recorded in Book PL 63, at Page 464, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

A portion of Tax Parcel No. 123-17-09-021

2021034837

AMENDED COVENANTS

RECORDING FEES \$25.00

PRESENTED & RECORDED:

11-16-2021 03:38 PM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: JENNIFER YOUNG DEPUTY

BK: RB 4978

PG: 26 - 28

STATE OF SOUTH CAROLINA	)	SEVENTY-NINTH AMENDMENT/
	)	SUPPLEMENTARY DECLARATION TO
COUNTY OF AIKEN	)	THE COVENANTS AND
		RESTRICTIONS OF WOODSIDE
		PLANTATION PROPERTY OWNERS'
		ASSOCIATION, INC. AND WOODSIDE
		DEVELOPMENT COMPANY OF
		AIKEN, INC.

**WHEREAS**, on September 5, 1986, the Declaration of Covenants and Restrictions ("Declaration") was adopted by Woodside Plantation Property Owners' Association, Inc. ("WPPOA") and Woodside Development Company of Aiken and recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina ("RMC") in Deed Book 451 at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time-to-time and this Amendment/Supplementary Declaration becomes the Seventy-Ninth such addition to this Declaration; and

**WHEREAS**, the annual meeting of the members of the WPPOA was held on September 14, 2021; and

**WHEREAS**, the following proposed amendments were presented for vote by the members of the WPPOA and of the votes cast on the following proposed amendments, 95 % were cast in favor thereof;

**NOW, THEREFORE**, the undersigned WPPOA, by its President and Secretary, does hereby state and provide as follows:

(1) The WHEREAS clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

(2) Part Four, Article II, Section 1 of the Declaration, Procedure for Amendments, is hereby amended to delete the first sentence in its entirety and insert the following in lieu thereof:



"The procedure for further amendment of this Declaration shall be as follows: All proposed amendments shall be submitted to a vote of the Members and shall be deemed approved if three-fourths (3/4) of the votes cast at a meeting or by written ballot where a quorum is present vote in favor of the proposed amendment. Written notice of any proposed amendment to the Declaration shall be given to the Association no later than 90 days prior to the next Annual Meeting of the Association and shall be voted upon at that Annual Meeting. In the event that the Board of Directors deems a vote on any proposed amendment to the Declaration to be time sensitive, such that delay until the Annual Meeting would be detrimental to the Association, then the Board may hold a specially called meeting as set forth in Article IV, Section 6 of the By-Laws or hold a vote by written ballot in lieu of a called meeting."

(3) Part Four, Article II, Section 2 of the Declaration, Quorum Required for Amendment by Members, is hereby deleted in its entirety and the following is inserted in lieu thereof:

"When any meeting of the Members of the Association is called to take action under this ARTICLE II, the presence at the meeting of the Members or proxies entitled to cast sixty percent (60%) of the total vote of the Membership shall constitute a quorum. Whenever action is permitted to be taken by written ballot in lieu of a called meeting for the purpose of amendment of the Declaration by the Membership, the receipt of written ballots totaling sixty percent (60%) of the total vote of the Membership shall constitute a quorum."

(4) Exhibit "C" to the Declaration, By-Laws of Woodside Plantation Property Owners' Association, Inc., Article XIX, Amendments, Section 1, is hereby deleted in its entirety and the following is inserted in lieu thereof:

"All proposed amendments of these By-Laws shall be submitted to a vote of the Members at a duly called meeting of the Association or by written ballot in lieu of a called meeting. Provided that a quorum is present, any such proposed amendment shall be deemed approved if three-fourths (3/4) of all of the votes of the Members vote in favor of such proposed amendment. For the purpose of this Article XIX, Amendments, the presence at the meeting of the Members or proxies entitled to cast sixty percent (60%) of the total vote of the Membership shall constitute a quorum. Whenever action is permitted to be taken by written ballot in lieu of a called meeting for the purpose of amendment of the By-Laws, the receipt of written ballots totaling sixty percent (60%) of the total vote of the Membership shall constitute a quorum. Written notice of any proposed amendment to the By-Laws shall be given to the Association no later than 90 days prior to the next Annual Meeting of the Association and shall be voted upon at that Annual Meeting. The board of directors will give notice via email and newsletters when any proposed amendment is due to the WPPOA for inclusion in the required ballot information. In the event that the Board of Directors deems a vote on any proposed amendment to the By-Laws to be time sensitive, such that delay until the Annual Meeting would be detrimental to the

Association, then the Board may hold a specially called meeting as set forth in Article IV, Section 6 of the By-Laws or hold a vote by written ballot in lieu of a called meeting."

(5) Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

(6) This Seventy-Ninth Amendment/Supplementary Declaration to the Covenants and Restrictions of Woodside Plantation Property Owners' Association, Inc. and Woodside Development Company of Aiken, Inc. is executed this 16 day of November, 2021.

WITNESSES:

Hardy Wallin  
Stephanie Welch

WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]  
Its President

And By: [Signature]  
Its Secretary

[CORPORATE SEAL]

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that CHARLIE CALL and JOHN POWNALL personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Woodside Plantation Property Owners' Association, Inc.

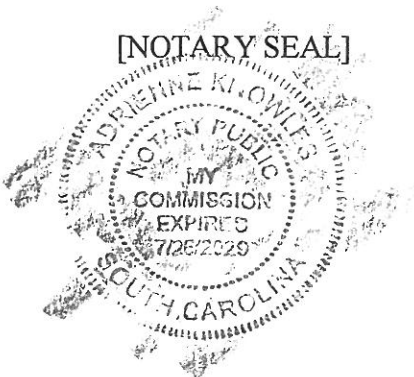
Witness my hand and official seal this the 16<sup>TH</sup> day of NOVEMBER, 20 21.

ADRIENNE R. KNOWLES  
Notary Public for the State of SOUTH CAROLINA  
My Commission Expires:

[NOTARY SEAL]



Adrienne Knowles  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
July 26, 2029



2022011626

AMENDED COVENANTS

RECORDING FEES \$25.00

PRESENTED & RECORDED:

04-21-2022 12:39 PM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: DOLLIE VILLANUEVA DEPUTY

BK: RB 5015

PG: 434 - 438

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN )  
**EIGHTIETH AMENDMENT/  
SUPPLEMENTARY DECLARATION  
TO THE COVENANTS AND  
RESTRICTIONS OF WOODSIDE  
PLANTATION PROPERTY OWNERS'  
ASSOCIATION, INC. AND WOODSIDE  
DEVELOPMENT COMPANY OF  
AIKEN, INC.**

**WHEREAS**, Woodside Development Company of Aiken, Inc. and Woodside Property Owners' Association, Inc. did on September 5, 1986, execute and record that certain "DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC." (hereinafter referred to as "Declaration") which document was recorded in the Office of the Register of Mesne Conveyances of Aiken County, South Carolina (RMC) in Misc. Book 451, at Page 93, et seq.; and

**WHEREAS**, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the eightieth such addition to the Declaration; and

**WHEREAS**, as permitted by Part One, Article II, Section 2 of the Declaration, Reserve at Hollow Creek, LLC, a South Carolina limited liability company ("Hollow Creek"), as successor in interest to Woodside Development Company of Aiken, Inc., desires to bring additional properties within the plan and the operation of the Declaration by filing a Supplementary Declaration to the Covenants and Restrictions with respect to additional properties which shall then extend the operation and effect of the covenants and restrictions of the Declaration to such additional properties and, after filing of same, said additional properties shall fall within the definition of "Property" as set forth in the Declaration; and

**WHEREAS**, pursuant to Part One, Article II, Section 2(d) of said Declaration, Hollow Creek desires to impose upon the additional properties added hereby certain additional provisions and modifications to the Covenants and Restrictions contained in the Declaration to reflect the distinctive character intended for such added properties.

**NOW, THEREFORE**, the undersigned Reserve at Hollow Creek, LLC, by its authorized manager, does hereby state and provide as follows:

1. The **WHEREAS** clauses set forth above are herein incorporated into and made an integral part hereof as if restated herein.

2. That pursuant to the authorities set forth in Part One, Article II, Section 2 of the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall, after the recording of this Eightieth Amendment/Supplementary Declaration, be brought within the plan and operation of the Declaration, subject to the complementary additions and modifications of the covenants and restrictions as set forth hereafter. The operation and effect of the covenants and restriction of the Declaration, as supplemented and modified, shall henceforth fall within the definition of "Property" as set forth in the Declaration. The property described and set forth on Exhibit "A" shall be and constitute Phase 4, Section 10-B, Bristlecone in Reserve at Hollow Creek at Woodside Plantation, and, as such, shall be a portion of Woodside Plantation known as "Reserve at Hollow Creek at Woodside Plantation."

3. As permitted by the provisions of Part One, Article II, Section 2(a) of the Declaration and other applicable declarant rights under the Declaration, the property which is described and set forth on Exhibit "A" attached hereto and made a part hereof shall be added to the Property subject to the modifications of the covenants and restrictions contained in the Declaration relating to which architectural review entity conducts the architectural review process prescribed by the Declaration. The Twelfth Amendment to the Declaration as recorded in the RMC Office in Volume 934, at Page 129, et seq., as amended by the Amendment to the Twelfth Amendment recorded in the RMC Office in Volume 944, at Page 26, intended to create a second architectural review authority for certain platted subdivisions in Woodside Plantation with ARB II conducting its review in accordance with the guidelines established by the Declaration and the associated Building Guidelines. The areas within Woodside Plantation subject to review by ARB II shall also be subject to the provision that the architectural review authority related thereto shall be transferred to Woodside Plantation Property Owners' Association, Inc. upon completion and sale of sixty-five (65%) percent of the dwelling units in such platted subdivisions. The property hereby submitted to the Declaration shall be subject solely to the architectural review jurisdiction of ARB II as described above until such authority is transferred by supplementary declaration from Hollow Creek to Woodside Plantation Property Owners' Association, Inc.

4. All initial purchasers of lots/homes within the property described on Exhibit "A" and all subsequent owners of such lots/homes, from the date they acquire ownership of such lot/home and for so long as they own such lot/home, are required and obligated to be at least a social member of, and to maintain in good standing at all times at least a social membership in The Reserve Club at Woodside Plantation ("The Reserve Club") and, as such, to pay all fees and dues for such membership as prevailing from time to time in the discretion of the governing body of The Reserve Club. Membership in The Reserve Club with rights and privileges greater than those available to social members (the

commensurately higher fees and dues) may be available at any time and from time to time from The Reserve Club upon then prevailing terms and conditions, but separate application to The Reserve Club must be made therefor. There is expressly no assurance or promise by The Reserve Club for acceptance of any application for such greater membership category by a lot/home owner at any time. This social membership and the appurtenant rights, privileges and obligations, shall run with the ownership of each lot/home within the property described in Exhibit "A" and may be enforced by the owner of such lot/home and/or by The Reserve Club in the same way and to the same extent that rights, privileges and obligations may be enforced in favor of or against a lot owner, the POA and/or Hollow Creek generally under the Declaration.

5. This Eightieth Amendment/Supplementary Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority of Part One, Article II, Section 2 of the Declaration and shall become effective upon the recordation of same.

6. Except as modified, supplemented or changed hereinabove, or as previously modified, supplemented or changed, said Declaration described above is reaffirmed and restated and shall remain in full force and effect.

7. This Eightieth Amendment/Supplementary Declaration is executed as of the 21<sup>st</sup> day of April, 2022.

		Reserve at Hollow Creek, LLC
<u>Kathleen Cromer</u>	<u>Kathleen Cromer</u>	By: <u>Diana M. Peters</u>
Witness		Diana M. Peters
<u>Tonya Anderson</u>	<u>Tonya Anderson</u>	As Attorney-in-Fact
Witness		See Book RB 4143, Pgs. 378-379

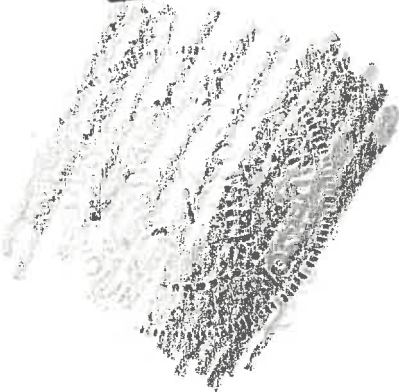
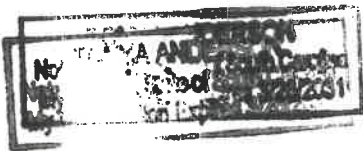
STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN                )       **PROBATE**

PERSONALLY appeared before me the undersigned witness, who, being first duly sworn deposes and says that (s)he saw the within named Reserve at Hollow Creek, LLC, a South Carolina limited liability company, by Diana M. Peters, its Attorney-in-Fact, sign, seal and, as its act and deed, deliver the within written instrument and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to and subscribed before  
me this 21 day of April, 2022.

Tonya Anderson  
Notary Public  
My Commission Expires: 3/26/2031

Katherine Cromer  
Katherine Cromer



## EXHIBIT "A"

ALL that lot, tract or parcel of land situate, lying and being in the City of Aiken, Aiken County, South Carolina, containing 17.60 acres representing forty (40) residential lots numbered Lot 1 through Lot 12, Lot 14 through Lot 32, Lots 613, 612, 611, 522, 521, 520, 519, 518 and 518B and related common areas shown and designated as Woodside Plantation Phase 4 Section 10-B upon Record Plat thereof prepared by Southern Partners, Inc. dated March 8, 2022, and recorded in Book PL 63, at Page 970, records of Aiken County, South Carolina; reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

A portion of Tax Parcel No. 108-014-05-001



) **EIGHTY-FIRST AMENDMENT /**  
 ) **SUPPLEMENTARY DECLARATION TO**  
 ) **THE COVENANTS AND RESTRICTIONS**  
**OF WOODSIDE PLANTATION PROPERTY**  
**OWNERS' ASSOCIATION, INC. AND**  
**WOODSIDE DEVELOPMENT COMPANY**  
**OF AIKEN, INC.**

**THE COVENANTS AND RESTRICTIONS  
OF WOODSIDE PLANTATION PROPERTY  
OWNERS' ASSOCIATION, INC. AND  
WOODSIDE DEVELOPMENT COMPANY  
OF AIKEN, INC.**

WHEREAS, the Declaration has been amended from time to time and this Amendment/Supplementary Declaration becomes the Eighty-First amendment to the Declaration; and

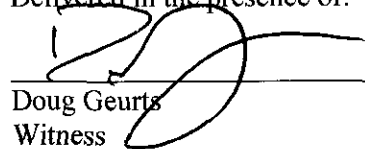
NOW THEREFORE, the undersigned True Cedar Way, LLC, by its duly authorized representative, does hereby state and provide as follows:

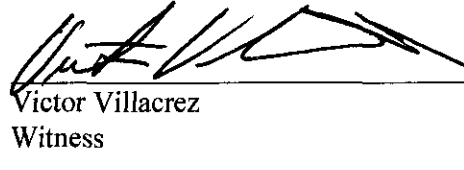
- Book 5034 Page 519



5. This Eighty-First Amendment/Supplementary Declaration is executed this 5th day of July, 2022.

Signed, sealed and  
Delivered in the presence of:

  
Doug Geurts  
Witness

  
Victor Villacrez  
Witness

TRUE CEDAR WAY, LLC

BY: 


NAME: Randall J. Guenther  
ITS: Authorized Representative

STATE OF WISCONSIN )

COUNTY OF DANE )

I, Mickey N. Conrad, a Notary Public for Wisconsin do hereby certify that Randall J. Guenther, the duly authorized Authorized Representative for True Cedar Way, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 5th day of July, 2022.

  
NOTARY PUBLIC FOR WISCONSIN  
MY COMMISSION EXPIRES: PERMANENT

**MICKEY N. CONRAD**  
Notary Public  
State of Wisconsin

Prepared By Austin & Pethick Law Firm, PC, 115 Hearthstone Drive, Aiken, SC 29803


## EXHIBIT A

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina, immediately East of the intersection of Eastgate Drive and Woodside Plantation Drive; said parcel contains 6.65 acres, more or less, and is more particularly described by reference to an individual plat thereof prepared by Southern Partners, Inc., under date of 12/15/93, which plat was recorded in Plat Book 30, Page 168 office of the RMC for Aiken County South Carolina, and since then has been replatted and subdivided and is more particularly described by reference to an individual plat thereof prepared by Southern Partners, Inc. for True Cedar Way, LLC, under date of 5/12/22 and revised on 6/15/22, which plat was recorded in Plat Book 04, Page 184 office of the RMC for Aiken County South Carolina, reference also being made to both plats for a more complete and accurate description of the premises conveyed herein.

This being the same property conveyed by one-half (1/2) interest unto True Cedar Way, LLC by deed of Eric Hovde dated January 5, 2021 and recorded January 15, 2021 in Record Book 4900 at Page 1123 and also, by one-half (1/2) interest in the same property conveyed to True Cedar Way by deed of Steven Hovde dated January 4, 2021, and recorded on January 15, 2021 in Record Book 4900 at Page 1127, Records of the RMC for Aiken County, South Carolina.

Tax Parcel No.: 107-12-07-001

4829-9914-1363, v. 5

 **2022019922**  
AMENDED COVENANTS  
RECORDING FEES \$25.00  
PRESENTED & RECORDED  
**07-13-2022 11:05 AM**  
**JUDITH WARNER**  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: QUINLAN BATES DEPUTY  
**BK: RB 5034**  
**PG: 519 - 521**