

Section 3. "Properties" shall mean and refer to that certain real property herein below described as common area, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) conveyed to the Association by the Declarant for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area, or recorded plat of any property being incorporated, or added, as a part of the subdivision at a later date.

Section 6. "Declarant" shall mean and refer to Jackson Preserve Development Co., LLC, and its successors and assigns.

Section 7. Architectural Review Committee, ARC, Architectural Review Board, and ARB shall mean the Architectural Review Committee and shall all be synonymous.

Section 8. "Cost of Collection" shall mean and refer to all costs and expenses incurred by the Association in collecting assessments or any other charges authorized herein, whether or not any action at law and/or in equity is instituted and whether incurred before or after any action at law and/or equity is instituted, including, without limitation, attorney's fees, management company/management agent charges, administrative fees and charges, court costs, costs and expenses incurred by the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) Additional property may be added to the Association by the Declarant.

- (b) The right of the Association to charge reasonable admissions and other fees for the use of any recreational facility, or other improvement, situated upon the Common Area.
- (c) The right of the Association to suspend the voting rights and the right to use the recreational facilities, or improvement, or any common area property, by an owner for any period during which any assessment against his/her or its lot remains unpaid; and for any infraction of its published rules and regulations.
- (d) The right of the Association to dedicate or transfer all or part of the Common Area, or improvement owned by the Association to any public Agency, authority, to utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by two thirds (2/3rds) of each class of members and said dedication has been recorded in the public records of Sumter County.
- (e) The Declarant, and/or the Association, reserves the right to withdraw, add to, or modify or alter the property of the Association so long as such action is approved by a majority of its voting members.
- (f) The right of the Declarant to grant easements for ingress, egress, installation, construction, replacement, and repair of all public and private utility and service systems. These systems include, but are not limited to water, storm water drainage, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable or communication lines and other similar equipment. By virtue of this easement, the Declarant and the Association, or their successors, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owners right of quiet enjoyment of his/her/ its property. A blanket easement throughout the Subdivision is reserved for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided by the Declarant or the Association. A blanket easement on, over, under and through the lots and properties within the Subdivision is reserved to inspect, maintain and correct drainage of surface water and to take other erosion controls. This easement shall include the right to cut any trees, bushes, or shrubbery, grade soil, or to take any other reasonable or necessary actions for the protection of health and safety, or to comply with governmental requirements.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the by-laws of the Homeowners Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, and no others, unless approved in writing by the Homeowners Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is shown on any recorded subdivision plat shall be subject to Assessment and shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Property which is subject to Assessment. In the Event any Owner desires to combine two (2) or more Lots for the purpose of constructing and maintaining a single residence thereon, the resulting combined and assessments and limited to one (1) vote.

Section 2. The Association shall be two classes of voting membership.

CLASS A. Class members shall be all Owners, with the exception of the Declarant, and shall be entitle to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lots shall be exercised as they determine. But in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B member(s) shall be the Declarant and shall be entitled to fifteen (15) votes for each lot owned. The class B membership shall cease and be converted to Class A membership on the happening of the following event. (a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership.

ARTICLE IV

ASSESSMENTS

Section 1. Purpose of Assessment. The assessment provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, jointly and severally, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereafter provided; and (c) specific assessments against any particular Lot, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of the Declaration. All such assessments, together with late charges, interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principle amount due, and Cost of Collection shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made in favor of the Association and the Association shall be entitled to file a document evidencing such lien in the land records of the county in which the Lot is located.

Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage recorded in the land records of the county where the Properties are located.

Each such assessment, together with late charges, interest and Costs of Collection shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

Annual assessments shall be levied at a uniform rate per Lot and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) day's written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

Section 3. Computation. The Boards will prepare an estimated annual budget for each fiscal year. The budget will take in to account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or its summary available to an Owner of each Lot, although failure to receive a budget or summary does not affect an Owners liability for assessments. The Board will provide copies of detailed budget to Owners who make written request and pay a reasonable copy charge.

Section 4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time for the purposes of defraying, in whole or in part, any shortfall in the estimated annual budget. Special assessments shall be levied at a uniform rate per Lot and shall be paid as determined by the Board. The Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 5. Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section, as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this section. Fines levied and costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. Specific Assessments are not subject to the uniform rate per Lot provision of Article IV, Section 1 and may be levied in a manner to be determined by the Board.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association: Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principle amount due from the date first due and payable, all late charges, all Cost of Collection and any other amounts provided or permitted by law. In the event that the assessment remains unpaid, the Association may, pursuant to the discretion of the Board, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vest in the Association or its agents the right and power to bring all actions against such Owner personally, for collection of such charges as a debt or to foreclose the aforesaid lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other owners. The Association, acting on behalf of the owners, shall have the right, but not the obligation, to bid on the Lot at any foreclosure sale to acquire, hold, lease, mortgage or convey the same.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Declaration or Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of the Owner.

All payments shall be applied first to Costs of Collection, then to late charges, then to interest, and then to delinquent assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, outbuilding, landscaping (the entire lot to the street/road curb area), fence, wall, garage, or other structure, or improvement of any kind or nature shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change, or alteration

thereto be made until the complete plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing, by the Architectural Review Committee as to harmony of external design and location in relation to surrounding structures and topography, development scheme, and the developers design intent for the Subdivision. Allowable building materials will include, brick, fiber cement board, stone and vinyl or any combination thereof. No fence of any type, may be constructed, located or erected on ANY lot without first obtaining written approval of the Architectural Review Committee. Wood privacy fences will be allowed, but the style and finish of any wood privacy fencing must be approved by the Architectural Review Committee. The Architectural Review Committee shall be composed of two (2) or more representatives appointed by the declarant who will review and who MUST approve all such plans and specification as set forth above. The initial Architectural Review Committee members shall consist of Jason Ross and Tyler B. Dunlap, Jr. and any successors, or additional members as a majority of said members, or the Declarant shall appoint. In the event said committee fails to approve plans and specifications submitted to it within thirty (30) days after said plans and specifications have been received, then such plans, design and specification shall be deemed disapproved. The Declarant shall have the right to assign all duties of the Architectural Review Committee herein to the Property Owners Association, if and when the Declarant determines same is necessary or desirable. Any cost of review or action by the Architectural Review Committee shall be solely borne by the Applicant requesting such action. In order to compensate any consulting architects, landscape architects, urban designers or other professional, the Architectural review Committee may establish a fee to cover the expense of reviewing plans, specifications, and related data that are submitted for review and/or approval. In addition, the Committee shall set and collect such fees and security deposits necessary to ensure that all landscaping and other development and/or construction requirements are met by each lot owner and/or contractor. The Architectural Review Committee is further vested with the right to issue rules and regulations, which shall be posted in the Subdivision and/or published, mailed or provided, to each property owner, which it deems necessary, or desirable, to insure the implementation and compliance with any provision of these Protective Covenants relating to the construction, maintenance or upkeep of any drainage facilities and devices, landscaping practices, storm or surface water control, buffer areas, erosion control procedures and equipment, lot maintenance and upkeep., and any other matter that the committee feels will affect the health, welfare, appearance and aesthetics of the Subdivision as a residential area

The initial paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Committee, but prior approval by the Architectural Review Committee SHALL be necessary before any such original exterior finish color is changed.

Volume builders may obtain preapproval of all house plans including siding and trim colors they expect to construct on under a particular purchase contract and are exempt for Architectural Review Committee and Construction Escrow Deposit Fees. A conceptual landscape plan may be admitted for the entire lot purchase in lieu of individual plans. Subsequent changes made or added to either the house or landscape plans, however, must be submitted for approval prior to use. The Declarant in its sole discretion will determine which builders are to be considered volume builders. Allowable siding materials include brick, fiber cement board, stone, vinyl or any combination thereof.

Any structure approved by the ARC must be reasonable maintained for the entirety of its continued existence at or above the conditional, material and structural integrity specified in the initial plans and specs submitted to the ARC and or in the condition necessary to qualify for initial permitting from any implicated federal, state, or municipal permitting agency. The ARC reserves the right to establish a baseline for upkeep and maintenance of any permitted structure. In the event that no permitting agency is implicated and/or the ARC fails to provide a baseline for upkeep, any structure approved for construction by the Arc must be reasonably, maintained in a manner that preserves and ensures the continued aesthetic quality of the subdivision, the safety of the general public,, and the health and safety of occupants of the Lot upon which the approved structure is constructed.

ARTICLE VI

GENERAL PROVISIONS

1. No structure shall be erected, and no use shall be made on any lot or property subjected to these restrictions until approval has been received in writing from the Architectural review Committee.
2. Detached carports, garages and storage buildings are allowed, but the material for construction must match the exterior of the home. Approval for construction of such outbuildings must be obtained in writing from the Architectural review Committee.
3. No lot or property referred to herein shall be subdivided or reduced in size without the written consent of the Architectural Review Committee, or the Declarant. Architectural Review Committee is specifically authorized to modify or change lot lines and sizes, when it deems same necessary or desirable, or needed to prevent un due hardship.
4. The United States Postal Service requires that mailboxes within the subdivision to be cluster type units in centralized location determined by the Postal Service. A picture is attached as Exhibit "B" for reference.

5. The building setback line on lots, or properties, may be variable. The setback line shall not depend on the setback of other lots, or properties in the subdivision, but shall be as defined on the subdivision plat, by City Ordinances, or as otherwise set by the declarant and/or the Architectural Review Committee, so long as same is not in violation of the ordinances of the City of Sumter.
6. No noxious or offensive activity shall be permitted upon any lot or property in the Subdivision, and nothing shall be had, or done, thereon which constitutes or becomes an annoyance or nuisance to the neighborhood as a residential area. No hogs, goats, cows, horses, chickens, or other such animals or fowl shall be allowed or kept on any lot hereby conveyed. No use shall be made of, or any condition allowed on any lot that would, or, could, pollute the water of any lake, stream, or pond located in or near said subdivision. It expressly understood that no animals, or fowl, of any kind or nature shall be bred or reared for commercial purposes on any lot in the subdivision. Property owners may keep allowed domestic pets, provided they do not disturb other residents by excessive noise, barking, odors or damages. All pets must be kept on a leash or carried when not on their lot or in common area or streets and roads. The pet owner shall also dispose of any waste material from pets from pets when in common area or streets and roads, and failure to clean and remove said waste shall be deemed a nuisance. The Board of Directors of the Homeowners Association shall have the right to order the removal of any pet deemed a nuisance, in its sole discretion, and such action is necessary, the Board of Director of the Association shall give written notice to the Owner of the pet, who agrees to immediately permanently remove said pet from the subdivision.
7. No boats, trailers, trailer hitches, campers, recreational vehicles, or any other vehicle larger than a standard [passenger vehicle, or other self-propelled vehicles shall be stored on any lot in the subdivision, except in the rear one-half of a lot, or within an enclosed garage. No inoperable nor unlicensed motor vehicles shall be allowed on a lot for a period of more than thirty (30) days unless stored within an enclosed garage. All such vehicles shall be screened from view of the streets, the water, and adjoining lots. No unmuffled motor vehicles of any type shall be operated in the subdivision. For purposes of this paragraph, a pickup truck, jeep and other vehicles of similar size and use shall be included within those vehicles considered standard vehicles.
8. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers approved by the City of Sumter and out of sight from the streets and roads in said subdivision and located as directed by the Homeowners Association. No clothes line

shall be allowed to be visible from any street. All lots, property and premises shall be kept in neat and clean condition at all times. Any climbing plants or vegetation of any kind, placed or allowed to remain on any fence or wall, building, or along a property line, shall be maintained by the respective lot owner, who must keep the same in a neat and attractive condition and in compliance with the directions of the Architectural Review Committee.

9. The Subdivision is designated as a bird sanctuary. There shall be no trapping, hunting, shooting, or attempting to shoot, harm or molest in any manner any bird or wild fowl, including the nest and eggs thereof, except to prevent nuisance or the eliminate a menace to health and safety.
10. An easement is reserved unto the Declarant, or his successors or assigns over fifteen (15.0") feet on the front, and ten (10.0') feet off the side and the rear of each lot hereby conveyed for the purpose of utility installations, rights-of-way, and for the operation and maintenance thereof for all utilities supplied to the Subdivision. The undersigned Declarant further reserves the right to subject the real property described herein to a contract with any utility supplying utility services to the Subdivision, for the installation of underground, or above ground, electric lines, cables, or any other type of data or electronic signal transmission or delivery systems, and/or the installation and maintenance of street lighting, information, security, and/or protection systems, anyone of which, or all, may require an initial payment And/or continuing monthly payments to the utility service provider, by the owners of said properties herein described, pro-rated so that each lot/property owner will be responsible for his/her /its pro-rated share of any such utility service provided.

No utility may install or provide its services to the Subdivision without prior written recorded approval of the Developer (Declarant) or the Architectural review Committee. In addition, no service drive may be blocked, closed or infringed upon, by anyone, without the prior written approval of the developer (Declarant) or the Architectural Review Committee. Any installation or maintenance work done in the Subdivision must be accomplished in such a manner as to cause the least disruption to the property owners in the Subdivision, and any such work by any utility must include the restoration of the property to the condition that existed prior the installation or maintenance performed therein. All easements set forth in Article 11 of these protective covenants are expressly restated and reserved to the declarant, or his successors in the title for the benefit of all property owners.

11. A plot plan showing the position of any improvement to be constructed on any lot or property in the Subdivision must be presented for approval before any clearing is done of any trees or shrubbery, or the lot or property is graded or changed in any manner. All houses must be constructed with a minimum of (1500) square feet of heated floor space. The Declarant or Architectural Review Committee may grant up to a fifteen (15%) percent variance at their sole discretion. In addition, a sketch plan showing the front and rear elevations and such other information deemed necessary by the Architectural Review Committee must be presented prior to the commencement of any such improvements or clearing. Once construction has commenced on any lot, then same must be completed within 180 days, unless extended in writing by the Declarant or the Architectural Review Committee. The Declarant will maintain a list of the types and materials to be used in all fencing construction. The builder of a house whether an individual or a construction company, is responsible for the construction of the sidewalks and curb cuts for the lot upon which they are constructing the house. The placement of sidewalks and curb cuts must be pre-approved by the declarant. The sidewalks and the curb cuts must be completed at the time the house is completed. It is further expressly understood that the property owner will keep his/hers/its lot clean, neat, mowed, and free of overgrowth, trash or debris and that if the same is not put in such condition within thirty (30) days after written notice from the Architectural review Committee, then the developer (Declarant) shall have the right to take such steps and corrective action to have said lot cleaned, mowed, or cleared at the sole expense of the property owner, who consents to pay any such costs by accepting title to such property subject to these protective covenants. Failure of the property owner to reimburse developer (Declarant) for such cleaning expenses shall entitle developer (Declarant) to take action to obtain a judgment for same, with all costs associated therewith being taxed and assessed against the lot owner, including reasonable attorney's fee and court costs associated with same.

12. No sale, rent, advertising signs, banners, or billboards shall be erected on any lot, property, building or improvement of any type on any lot, nor may they be displayed in any form to the public, except as specifically approved in writing by the declarant, or Architectural Review Committee. For guidance it should be noted that only one (1) such sign, which must be professional, and not more than five (5) square feet advertising a lot or dwelling for sale or rent or used by a builder or contractor to advertise construction upon a lot may be approved.

13. No solar panels may be constructed, or erected, on any lot in the subdivision without the prior written approval of the Architectural review Committee.

14. It is understood and agreed by all residential lot owners that the Declarant shall be responsible for the installation and maintenance of storm drains, control or surface water, and maintenance of streets until such time as said streets and/or roads and systems are conveyed to the Homeowners Association who will accept maintenance therefor, and/or they are dedicated to the City/County or State government for maintenance.

NOTICE

THE GRANTEE(S) BY ACCEPTANCE AND RECORDATION OF ANY DEED TAKING TITLE TO ANY LOT IN THE JACKSON PRESERVE SUBDIVISION AGREE(S) THAT SAID GRANTEE(S) WILL FULLY AND STRICTLY COMPLY WITH ALL OF THE TERMS AND CONDITIONS CONTAINED IN THESE PROTECTIVE COVENANTS, FURTHER SAID GRANTEE(S) ACKNOWLEDGES THAT ALL BUFFER AREAS, INFILTRATION SYSTEMS OR SIMILAR SYSTEMS OR DEVICES INSTALLED, OR TO BE CONSTRUCTED AND INSTALLED, ARE FOR THE PURPOSE OF STORING, RELEASING AND/OR CONTROLLING STORM AND SURFACE WATER RUNOFF AND THE RELEASE OF SAME AT CONTROLLED RATES AND THAT BY TAKING TITLE SAID GRANTEE, AND HIS SUCCESSORS IN TITLE, BECOME CO-PERMITTEES OF THE STORM WATER MANAGEMENT PROCEDURES AS ESTABLISHED BY LOCAL, STATE OR FEDERAL AUTHORITIES EXERCISING AUTHORITY OF SUCH MATTERS, ANY SUCH BUFFER AREA, INFILTRATION SYSTEM OR SIMILAR DEVICE OR SYSTEM WILL BE THE SOLE RESPONSIBILITY OF THE LOT OWNER FOR MAINTENANCE, UPKEEP AND REPAIR IN ACCORD WITH THE RECOMMENDATIONS AND REQUIREMENTS OF THE DECLARANT, THE ARCHITECTURAL REVIEW COMMITTEE, THE SUMTER SOIL AND WATER CONSERVATION DISTRICT, AND THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL. A PROVISION WILL BE INCLUDED IN YOUR DEED THAT CONTAINS AN ACKNOWLEDGEMENT OF UNDERSTANDING OF THE MATTERS SET FORTH HEREIN, AND AGREEMENT TO COMPLY WITH SAME.

15. All lots, property, and premises, to include the exterior of the houses and fence(s) shall be kept in a neat, orderly, attractive and clean condition at all times and each lot owner will be responsible for all necessary landscape maintenance such as cutting grass and shrubbery/hedges, mulching, pine needles and other ground cover watering, fertilizing, spraying, pruning and other actions necessary to keep all yards maintained in a consistent, neat, attractive and orderly manner in keeping with good and accepted landscaping practices as established by the Homeowner's Association. Climbing plants or vegetation of any kind, shall not be placed or allowed to remain on any fence or wall, building, or along a property line, unless it has been approved and is maintained BY THE Homeowners Association.

It is further expressly understood that id same is not put in such condition within thirty (30) days after written notice from the Architectural Review Committee, then the developer (Declarant) and/or Homeowners Association shall have the right to take such steps and corrective action to have said lot, exterior of home or fence(s) cleansed, moved, or cleared at the sole expense of the property owner, who consents to pay any such costs by accepting title to such property subject to these protective covenants. Failure of the property owner to reimburse the developer (Declarant) and/or Homeowners Association for such cleaning expenses shall entitle developer (Declarant) and /or Homeowners Association to take action to obtain a judgment for same, with all costs associated therewith being taxed and assessed against the lot owner. Including reasonable attorney's fee and court costs associated with same.

16. No lot or property owner, excluding the Declarant shall, excavate or extract earth for any personal, business or commercial purpose. Nom elevation changes shall be permitted on any lot or property which materially affects surface grade of said lot, to surrounding lots and properties, unless approved in writing by the Declarant or the Architectural Review Committee.
17. No yard ornaments, statues, or figurines of any kind, including bird baths, shall be allowed to be placed on any lot without the express written permission of the Architectural Review Committee. All holiday decorations must be removed within a reasonable time after the passing of the holiday date, as may be established by the Architectural Review Committee and/or Declarant.
18. No radio or television transmission or reception towers, disks, satellite dishes, or antennas of any type, shall be erected on any lot or property, unless approved in writing by the Architectural Review Committee. As a matter of guidance, no such antennas, or dishes, or receivers of any kind or nature, shall be erected, or placed so that they are visible from the Street fronting the lot. In addition, all heating and air conditioning units shall be installed, or screened by shrubbery, and/or fencing approved by the Architectural Review Committee, so that same will not be visible from the front street.
19. Neither Declarant nor any other member of the Architectural review Committee shall. Be responsible or liable in any way for any defects in any plans or specifications submitted and approved by the Architectural Review Committee, or Declarant, nor for any structural defects in any work done according to such plans, or specifications.

Further, neither Declarant, nor any member of the Architectural review Committee shall be liable in any damages to anyone submitting plans or specifications for approval under these restrictions, or to any owner of any lot or property affected by this declaration by reason of mistake in judgment, negligence or nonfeasance arising out of, or in connection with the approval or disapproval, or failure to approve or disapprove of any such plans or specifications to the Declarant, or Architectural Review Committee, agrees by submission of such plans or specifications, that he/she/it will not bring any action, claim, demand or suit against the Declarant or any member of the Architectural Review Committee, for recovery of any claim, expensed or damages, of any kind or nature.

20. All driveways, sidewalks and entrances to garages or homes shall be concrete, or a substance approved in writing by the Declarant, or Architectural Review Committee, and a uniform quality. There shall be **NO** curb cuts without prior approval of the Architectural Review Committee. The Declarant reserves to himself, and his successors and assigns, the right to relocate, open or close streets in the subdivision, and to review, re-subdivide and change the size, shape, dimensions, and locations of lots, properties, and streets, whether or not they are shown on a recorded plat, or on a promotional display, or on a lot or property layout plan.
21. It is understood that the herein protective covenants shall be appurtenant to and run with the land, and in the event of the violation of any of said restrictions, Declarant, or Any other lot or property owner shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The protective covenants shall be construed for the benefit of the Declarant alone, who reserves the right to alter, amend, or release the same at will, without any required consent or approval from any other lot or property owner.
22. If any sentence, clause or paragraph of this Declaration shall be found by a Court of competent jurisdiction to be invalid or unenforceable, it shall in no way affect the validity or enforceability of any other sentence, clause or paragraph thereof.
23. The covenants and restrictions of this Declaration shall run with the and bind the land and all parties acquiring same as well as their successors in title, to a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Until such time as the last lot, or property, in the subdivision has been sold and deeded out of the Declarant or

his successors, the Declarant, and his successors, reserves the right to amend, modify and change these protective covenants and restrictions without being required to obtain approval from any other property owner. After declarant sells and conveys title to the last lot in said subdivision, then these protective covenants may only be amended by an instrument signed by not less than seventy-five (75) percent of the Lot owners in said Subdivision. Any amendments must be in writing and recorded in the Office of the register of Deeds of Sumter Country.

24. No vehicle used or capable of being used as a means of transportation or recreation over land, water or air shall be permitted to park on any street, Common area, Lot, or area other than those specifically designated for parking, such as driveways, garages, parking pads, car ports, or any other areas approved by the Declarant, and successors and assigns, or the Association. Upon notice of a violation of this provision, and a reasonable opportunity to remedy said violation, Declarant, its successors or assigns, or the Association reserve the right to tow the improperly parked object at the Owner's expense. Such expenses shall constitute a charge against the Lot and Owner(s) thereof, collectible in the same manner as Assessments, pursuant to Article IV of this Declaration.

25. For as long as Declarant has the authority to amend the Declaration, the Declarant shall also have the unilateral authority to: amend and/or restate the articles of the incorporation and Bylaws of Association and to appoint and remove directors and officers of Association.

26. In case of any conflict between the Declaration and the Articles of Incorporation of the Association, the Declaration shall control. If conflict exists between the Articles of Incorporation and Bylaws, the Articles shall control.

ARTICLE VII

ENFORCEMENT

Section 1. Enforcement. Enforcement of the Declaration, Bylaws and Rules and Regulations, in addition to any other remedy set out herein, may be carried out by the Declarant, Association or any Owner through arbitration or any proceeding at law or in equity, against any person(s) or entity(ies) violating or attempting to violate any covenant or restriction in the declaration, Bylaws, or Rules and Regulations, either to prevent or restrain violations, to recover damages or to compel a compliance to the terms thereof. Any failure by the Declarant, Association or any Owner to enforce any covenant or restriction herein contained or contained in the Declaration or Bylaws or to enforce of the Rules or Regulations shall in no event be deemed a waiver of a right to do so thereafter. In the event the Declarant or the Association

exercises said enforcement powers, all costs incurred by the Declarant or the Association, including reasonable attorney fees and charges by the management company shall be the responsibility of the Lot Owner(s) against whom enforcement was sought and shall be added to the lien filed by the Association against said Lot Owner., if applicable. Such costs shall be collected in the same manner as Assessments pursuant to Article IV.

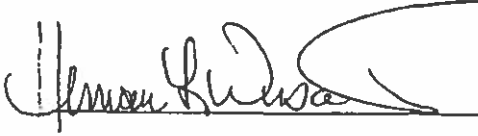
In addition to the foregoing, and after providing notice of the violation, the Association may levy against the Owner of the Lot a monetary fine as a specific assessment, which shall constitute a lien upon the Lot. All costs incurred by the Association in enforcing the Declaration, Bylaws, Architectural Guidelines, and rules and Regulations, including reasonable attorney's fees and charges by the management company, shall be the responsibility of the Lot owner against whom enforcement was sought an shall be alien against said Loy Owner.

Section 2. Hearing. An Owner disputing a noticed violation may request a Hearing before the Board within ten (10) days of the notice provided thereof, If the owner fails to present a written request for a hearing within this ten (10) day period, the Owner has waived his/her right to a Hearing and impliedly consented to the validity of the violation and monetary fine.

Section 3. Rules and Regulations: The Declarant and Board of Directors shall have the authority to promulgate and enforce Rules and regulations, to include conduct on the Lots, Common Areas and roadways within the Properties. All Rules and Regulations shall be published to the Lot owners prior to their enforcement. Upon the affirmative vote of fifty-one (51%) of the total vote in the subdivision at a duly called meeting with a quorum present, any Rule or Regulations may be overridden.

Section 4. Legal Proceedings: The Board may, without a vote of the members, initiate actions or proceedings: (a) initiated to enforce the provisions of or otherwise permitted by the Declaration, these Bylaws, Architectural Guidelines, Rules & Regulations, and any agreement related to the Common Area. (b) Initiated to challenge property taxation or condemnation proceedings; (c) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it. Notwithstanding the prior sentence, the Board of Directors shall not be authorized or obligated to initiate, and the Association shall not initiate, any judicial or administrative proceedings against the Declarant, its employees or agents unless first approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the votes of all of the members of the Association. The requirements of this section 4 shall not be amended or modified unless such amendment or modification is approved by the same percentage of votes necessary to institute proceedings.

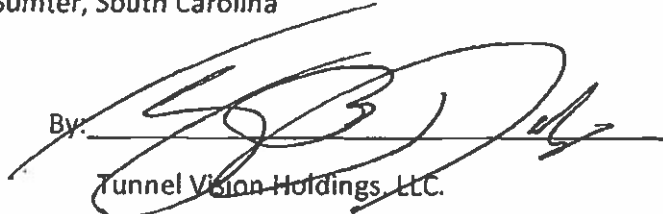
IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand and seal this 1st day of June, 2022 at Sumter, South Carolina



Witness #1



Witness #2

By: 
Tunnel Vision Holdings, LLC.

By: Tyler B. Dunlap Jr. Member

BY: 
Great Southern Homes

By: Mike Satterfield, Manager

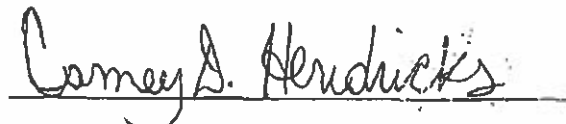
STATE OF SOUTH CAROLINA)

COUNTY OF SUMTER)

ACKNOWLEDGEMENT

The undersigned Notary public for the State of South Carolina does herewith certify that he/she saw the above named Tyler B. Dunlap Jr. Member of Tunnel Vision Holdings. LLC. as a Member of Tunnel Vision Holdings LLC, the Declarant, who had property identified himself to the Notary public, execute and deliver herein document for the uses and purposes set forth therein, freely and voluntarily on this 1st day of June, 2022.

* And Mike Satterfield, Manager
Great Southern Homes



SIGNATURE OF OFFICIAL OR NOTARY PUBLIC

MY COMMISSION EXPIRES March 14, 2029

Legal Description – Exhibit – "A"

All that certain piece, [parcel and tract of land with improvements thereon situate, lying and being in the County of Sumter, State of South Carolina identified as Tract A, containing 3.00 acres, more or less, as shown on a plat prepared by Stevenson M. Muldrow, P.L.S. date February 13, 2019 and recorded in plat book 2019 at page 27, records of Sumter County. This property is known as 2310 Beckwood Drive and is further identified as Sumter County Tax Map Parcel No. 201-00-03-081.

Aforesaid Plat is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses and distances of the property concerned herein. This description is in lieu of metes and bounds, as permitted by law under Section 30-5-250 of the 1976 Code of Laws of South Carolina, As Amended. Be all measurements a little more or little less and according to said plat.

This being a part of the same property conveyed to the Grantor(s) by deed of distribution of the Estate of Thomas Jackson dated 01/31/13 and recorded on 07/30/13 in Deed Book 1191 at page 1964, records of Sumter County.



Exhibit B

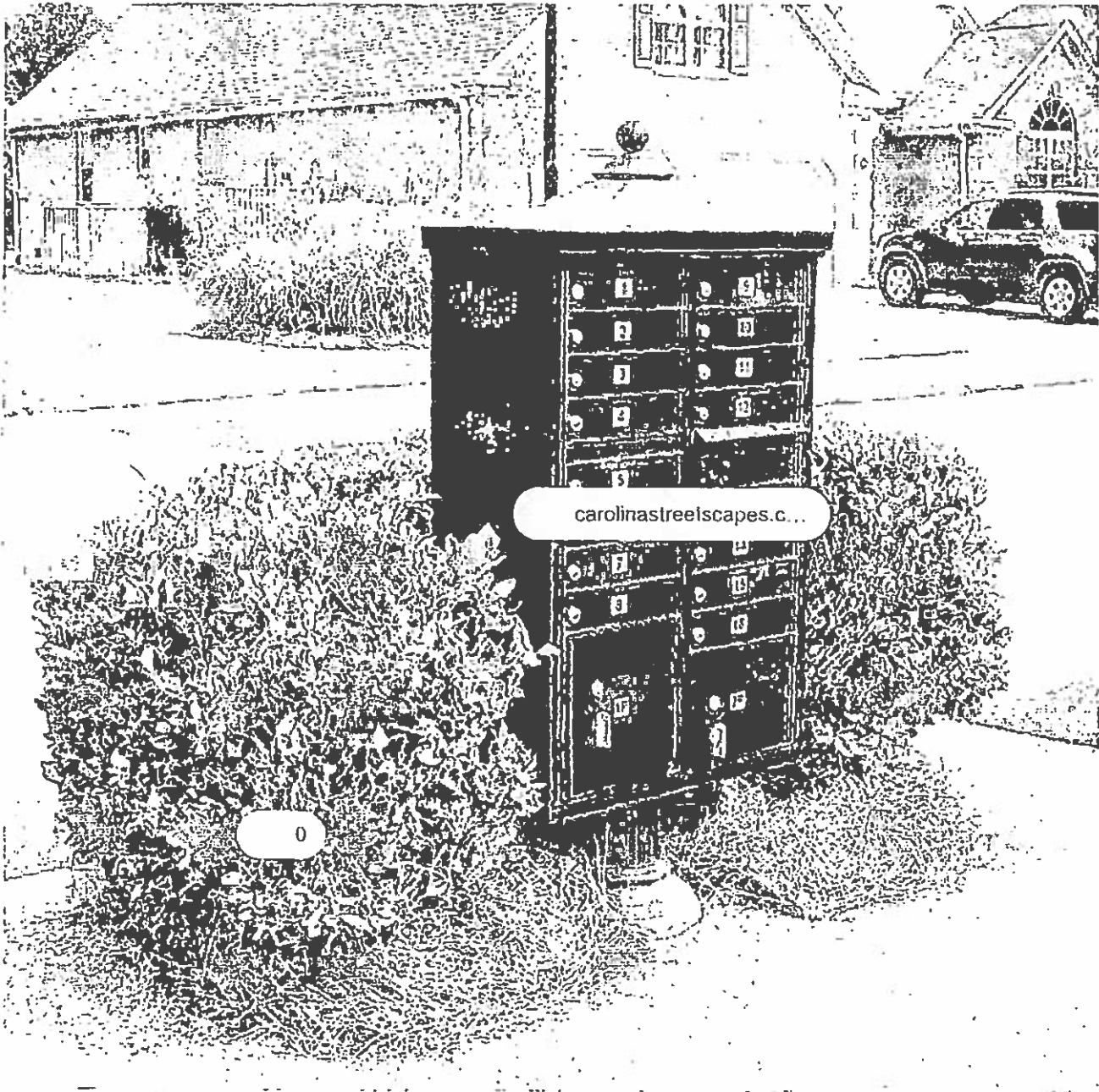
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Report



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