

**Outline for  
Declaration of Covenants and Restrictions for Woodhill Crest  
and Provisions for the  
Woodhill Crest Property Owners' Association, Inc.**

	<u>Page #</u>
<b><u>Part One</u></b>	2
<b>General References</b>	
Article I — Definitions	2
Article II— Property Description	4
1) Existing Property	4
2) Additions to Existing Property	5
<b><u>Part Two</u></b>	5
<b>Covenants and Restrictions Applicable to Community Development of Woodhill Crest Subdivision Columbia, South Carolina</b>	
Article I — General Covenants	5
1) Purposes	5
2) Limitations on Use	6
3) Other Buildings and Vehicles	6
4) Unsightly Conditions	6
5) Animals	6
6) Water	6
7) Repairs, Restorations or Demolition	7
8) Offensive Activity	7
9) Certain Easements	7
10) Antennas	7
11) Trespass	8
12) Parcels	8
13) Bridges	8
14) Multiple Ownership of Properties	8
Article II — Architectural and Design Review	8
1) Architectural and Design Review	8
a) Purpose	9
b) Objectives	9
c) Architectural Review Board	9
d) Transfer of Architectural Review Authority	10
e) Review and Approval of Plans for Additions, Alterations or Changes to Structures and Landscaping	10
f) Submission, Approval and Disapproval of Architectural Design, Siting, Landscaping and Other Building Plans	11
g) Approval Not a Guarantee or Representation of Proper Design or Good Workmanship	11

2) Sitting	11
3) Parking	12
4) Completion of Construction	12
5) Service Yards and Fences	12
6) Signs	12
7) Lights	12
8) Building Height	13
9) Mailboxes	13
10) Stormwater Management and Sediment Control Plan	13
11) Site Work for Construction	13
 Article III — Environmental Controls	 13
1) Topography and Vegetation	13
2) Tree Removal	13
3) Certain Controls	13
4) Erosion in Open Spaces and Common Properties	14
5) Property Owners' Responsibility for Landscaping	14
 Article IV — Open Space	 14
1) Dedication of Open Space	14
2) Easements in Open Spaces	15
3) Declarant Use of Open Space	15
4) No Affirmative Obligations of the Declarant	15
5) Offensive Materials in Open Space and Common Properties	15
6) Drainage and Storm Water Detention Easement	15
 <b><u>Part Three</u></b>	 16
<b>Property Owners' Association</b>	
 Article I — Membership and Voting Rights in the Association	 16
1) Membership	16
2) Voting Rights	16
Regular Voting Membership	16
Special Voting Membership	16
3) Board of Directors	17
4) Members to Have Power of Referendum in Certain Instances	17
5) Quorum Required for any Action Authorized at Regular or Special Meetings of the Association	17
6) Proxies	18
 Article II — Open Space and Common Properties	 
1) Title to Open Space	18
2) Conditions of Properties	18
 Article III — Maintenance Assessments	 18

1) Payment of Assessments to Declarant	18
2) Creation of the Lien and Personal Obligations of Assessments	19
3) Purpose of Assessments	19
4) Amount of Assessment	19
5) Special Assessments for Improvements and Additions	20
6) Quorum for any Action Authorized Under this Article	20
7) Date of Commencement and Proration of Annual Assessments. Due Date	20
8) Duties of the Board of Directors	21
9) Effect of Non-Payment of Assessment: The Personal Obligation of the Property Owner; the Lien; Remedies of Association	21
10) Subordination of the Lien to Mortgages	21
11) Exempt Property	22
12) Annual Statements	22

Article VI — Functions of Association 22

1) Ownership and Maintenance of Common Properties and Open Space	22
2) Ownership and Maintenance of Common Properties	22
3) Required Services	23
4) Obligation of the Association	23
5) Mortgage and Pledge	23

**Part Four**  
**General Provisions**

Article I — Duration 24

Article II — Amendments 24

Article III — Notices 25

Article IV — Enforcement, Severability and Interpretation 25

1) Who May Enforce Generally	25
2) Enforcement by the Association	25
3) Enforcement by the Declarant	26
4) Against Whom May the Covenants be Enforce	26
5) Means of Enforcement	26
6) Severability	26
7) Interpretation	26
8) Authorized Action	26
9) Trespass	26

Article V — Termination of Association 26/27

Signature Page 29

Exhibit “A” — Property Subject to Declaration of Covenants and Restrictions for Woodhill Crest 30

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )



DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR WOODHILL CREST  
AND PROVISIONS FOR THE  
WOODHILL CREST PROPERTY OWNERS' ASSOCIATION, INC.

THIS DECLARATION, made this 19<sup>th</sup> day of September, 2005, by KINGS GRANT LAND CO., LLC, a South Carolina limited liability company, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant holds title in fee simple to the certain lands (hereinafter referred to as the "Property") described in Part One, Article II, Section I of this Declaration and in the Master Plan (which has been made available for inspection by prospective property owners) and intends to plan and develop a single family lot subdivision comprised of the Property and known as WOODHILL CREST, Columbia, South Carolina; and

WHEREAS, Declarant 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, Declarant has consented to subject the Property 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"), each and all of which is and hereby declared to be for the benefit of the Property and every owner of any and all parts thereof; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which authority shall ultimately be delegated and assigned by the Declarant to maintain and administer the common properties and services, to enforce the Covenants governing the same, and to collect all assessments and disburse payments necessary for such maintenance, administration and enforcement; and

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

WHEREAS, this Declaration will be referred to as the Woodhill Crest Covenants of 2005, and will be recorded in the Office of the Register of Mesne Conveyance for Richland County, South Carolina, and may be incorporated by reference to the Book and Page of recording in the records in said Office.

NOW, THEREFORE, Declarant hereby declares that the Property and such additions thereto as may hereafter be made pursuant to Part One, Article II hereof are and shall be held, transferred, sold, conveyed, given, purchased, leased, occupied, and used subject to the Covenants. These Covenants, the benefits of these Covenants, and the affirmative and negative burden of these Covenants, shall touch and concern and run with the land herein referred to as the Property. The Declarant reserves the right to add additional covenants in respect to the property owned by the Declarant at the time of the adoption of the additional covenants but not to property previously conveyed to others. Any rights and easements reserved by the Declarant under these Covenants shall also be reserved to the assigns and successors in interest of the Declarant.

## PART ONE

### GENERAL REFERENCES

WOODHILL CREST SUBDIVISION  
COLUMBIA, SOUTH CAROLINA

## 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) "Approved by the Declarant" shall mean written approval issued by the owner signed by its designated representative.
- (b) "Association" shall mean and refer to the Woodhill Crest Property Owners' Association, Inc., a South Carolina non-profit corporation, its successors and assigns.
- (c) "Common Properties" shall mean and refer to those areas of land with any improvements thereon which are deeded or leased to the Association and designated in said deed as "Common Properties". The term "Common Properties" shall include any personal property acquired by the Association if said property is designated as "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the Property Owners, their tenants, guests and invitees.
- (d) "Covenants" shall mean and this Declaration, including all covenants, conditions, restrictions, and obligations set forth in this Declaration and any amendments hereto.
- (e) "Declarant" shall mean and refer to Kings Grant Land Co., LLC, a South Carolina limited liability company, its successors and assigns.
- (f) "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single-family dwelling located within the Property.

- (g) "Master Plan" shall mean and refer to the drawings which represent the conceptual plan for the development of Woodhill Crest, held by the Declarant and made available for inspection by prospective land purchasers.
- (h) "Member" shall mean and refer to the Declarant and all those Property Owners who are Members of the Association as provided in Article I, Part Three hereof.
- (i) "Open Space" shall mean and refer to those parcels of land which are dedicated pursuant to Part Two, Article III, Section 1 of these Covenants by declaration of the Declarant as land which cannot be developed or improved or altered except as provided in Part Two, Article III and any other relevant sections of these Covenants. Open Space shall be designated in such Declarations, making reference to recorded plats, as "Open Space".
- (j) "Pertinent Laws" shall mean and refer to the statutes, ordinances, regulations, and other laws pertinent to the ownership, sale, use, and development of the Property, as are codified or promulgated by the State of South Carolina, the County of Richland, the City of Columbia, the Government of the United States of America, and other public authorities having jurisdiction over the Property.
- (k) "Property" and "Woodhill Crest" shall mean and refer to the lands described in Part One, Article II, Section 1 hereof and Exhibit A, attached hereto, and additions thereto as provided in Part One, Article II, Section 2 hereof, as are subjected to this Declaration or any supplemental declaration under the provisions of Part One, Article II hereof.
- (l) "Property Owner" shall mean and refer to the owner (but shall not include the "Declarant" except with respect to properties reacquired by the Declarant after Declarant's conveyance thereof) as shown by the real estate records of the Register of Mesne Conveyance for Richland County, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit situated upon the Property, but notwithstanding any applicable theory of 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 "Property Owner" mean or refer to any lessee or tenant of a Property Owner. In the event that there is recorded with the Register of Mesne Conveyance for Richland County a long-term contract of sale covering any lot or parcel of land within the Property, the Property 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 nine (9) 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.

- (m) "Referendum" shall mean and refer to the right 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 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 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 or be required for any particular issued by a vote of the Association, as determined by the procedures set forth herein, that higher percentage shall control in that instance.
  
- (n) "Residential Lot" shall mean any parcel of land located within the Property which is intended for use as a site for a regular single family detached dwelling as shown upon any recorded final subdivision plat 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 reasonably permit habitation thereof.

## ARTICLE II

### PROPERTY DESCRIPTION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these Covenants is located in Richland County, City of Columbia, South Carolina and is more particularly described in Exhibit "A" attached hereto and by reference incorporated herein.

The Declarant intends to develop the Property in accordance with the Master Plan, as subsequently modified from time to time, as a residential community. The Declarant reserves the right to review and modify the Master Plan at its sole option, from time to time, based upon its continuing market research and design program. The Master Plan or any future Master Plan, shall not bind the Declarant, its heirs, successors and assigns, to adhere to the Master Plan in the development of the land shown thereon. Properties conveyed to the Association shall become Open Space or Common Property, as the case may be, in accordance with their designation in the deed of conveyance from the Declarant. The Declarant 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 Section, the Declarant shall have full power to add to, subtract from, or make changes in the Master Plan, including the addition of other nearby lands optioned or to be purchased by Declarant, such actions potentially altering membership of the Association. In addition, no implied reciprocal covenants shall arise with respect to lands which have been retained by the Declarant for future development restricting their uses. The Declarant shall not be bound by any development plan shown on any Master Plan.

Section 2. Additions to Existing Property. Additional lands located adjacent to the Property may become subject to this Declaration in any of the following manners:

- (a) The Declarant, its heirs, successors and assigns, shall have the right, without consent of the Association, to bring within the plan and operation of this Declaration, additional properties in future stages of the development. The additions authorized under this and the succeeding subsections shall be made by either deeding such additional property subject to this Declaration by specific reference in individual deeds or by filing a Supplementary Declaration of Covenants and Restrictions (hereinafter referred to as "The Supplementary Declaration") with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property.
- (b) 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 properties, rights and obligations 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 existing Property, together with the covenants and restrictions established upon any other properties, as one plant. No merger or consolidation shall effect any revocation, change or addition to these Covenants 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.

## PART TWO

COVENANTS AND RESTRICTIONS  
APPLICABLE TO  
COMMUNITY DEVELOPMENT  
OF WOODHILL CREST SUBDIVISION  
COLUMBIA, SOUTH CAROLINA

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 being maintained while retaining private control of Common Properties. It is the intention of the Declarant that the roads in Woodhill Crest will be public roads dedicated and deeded to the applicable governmental entity. The establishment of objective standards relating to design, size and location of dwellings and other structures makes it extremely difficult 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 Declarant in discussions with and materials submitted to Property Owners. These standards and this Declaration are consistent with and serve to complement the Subdivision Regulations of the City of Columbia, Richland County, South Carolina. To implement these Covenants, the Declarant shall, through the Architectural

Review Board, establish and amend from time to time requirements for submission and design guidelines which shall be in addition to and more restrictive than said governmental standards.

Section 2. Limitations on Use. All Residential Lots in Woodhill Crest shall be used for residential purposes exclusively, except as otherwise provided herein. The use of a portion of a dwelling on a Residential Lot as an office by the owner or tenant thereof shall be considered a residential use if such use does not create regular customer or client traffic to and from the lot. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single family dwelling, one (1) small accessory building not to exceed two stories which may include a detached private garage or carport, provided the use of such accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business.

A guest suite or like facility may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in over-crowding the site.

The provisions of this Section shall not prohibit the Declarant or its assignees from using a house or other family dwelling units as models for its sales program.

Section 3. Other Buildings and Vehicles. No mobile home, trailer, tent, or other similar out-building or structure shall be placed on any Residential Lot or undeveloped parcel at any time, either temporarily or permanently without prior approval from the Declarant or Review Board.

Section 4. Unsightly Conditions. It shall be the responsibility of each Property 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, and to prevent conditions which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

Section 5. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the Property, except that: (1) a reasonable number of common household pets such as dogs and cats may be kept in any one Family Dwelling Unit; provided said pets must be secured by a leash or lead or other control device, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or other enclosed area approved by the Declarant (or the Review Board after activation of the Association) for the maintenance and confinement of pets.

Section 6. Water. No private water wells may be drilled or maintained on any Residential Lot so long as the Declarant, the City of Columbia, or other governmental unit, its successors and assigns has installed a water distribution line within 20 feet of such property, and such line is adequate for the normal household use in dwellings served by such distribution line except with the written approval of the Declarant and all regulatory agencies having approval authority.

Section 7. Repairs, Restorations or Demolition. 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.

Section 8. Offensive Activity. No noxious or offensive activity shall be carried on upon any Residential Lot, Family Dwelling Unit, Common Properties, Open Space, or any place within Woodhill Crest, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community.

Section 9. Certain Easements. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground of the Property (limited to within ten (10) feet of a property line of a Residential Lot) to install, erect, maintain, and use electric, telephone, cable television, and utility poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains and other suitable equipment for the conveyance and use of electricity, street lighting, 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 Declarant, 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.

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 Property Owner caused by such utility installation shall be repaired and said grounds returned to a reasonably attractive condition by the Declarant or prompt and reasonable remuneration for such repair shall be made to such Property Owner by the Declarant.

In addition, there is an easement for ingress and egress for the benefit of adjoining property reserved by Anthony Hampton, his successors and assigns, in the deed from Anthony Hampton to Kings Grant Land Co., LLC recorded in Deed Book 902, page 3255. Upon completion of the roads in Woodhill Crest, the owners, their guests and invitees, of Parcel K-1 as shown on Page 3 of 3 on the Plat recorded in the Office of the Register Deeds for Richland County, South Carolina, in Record Book 894, Page 2024, shall have a non-exclusive easement for ingress and egress for both vehicles and pedestrians from Gills Creek Parkway over the roads in Woodhill Crest to Parcel K-1.

Section 10. Antennas. No television antenna, receiving "dish", radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of structures or be visible from adjacent roadways, Lots, or Open Spaces within Woodhill Crest, nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Family Dwelling Unit or Residential Lot, which may unreasonably interfere with the reception of television or radio signals upon any other of such properties, except as follows:

- (a) the Review Board may grant to any Property Owner permission to install a television antenna or receiving "dish"; and

- (b) the antenna or other similar device is screened from view from adjacent roadways, Lots or Open Spaces.

Section 11. Trespass. Whenever the Association or the Declarant 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.

Section 12. Parcels. No Residential Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself, its successors or assigns, the right to replat any unsold lot or lots and to take such other steps as are reasonably necessary to make such replatted lot 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 continuous 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 Declarant, said approval to be granted in the Declarant's sole discretion upon such terms and conditions as may be established by the Declarant from time to time, including specific provisions for the payment of assessments.

Section 13. Bridges. The Declarant expressly reserves to himself, his heirs 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, wetlands or lagoons in Woodhill Crest. Nothing in this Section shall be construed as placing an affirmative obligation on the Declarant to provide or construct any such improvement.

Section 14. Multiple Ownership of Properties. A Residential Lot or Family Dwelling Unit may be owned by multiple owners, subject to limitations on use of facilities and voting rights. For purposes of this subparagraph, a married couple and /or single parent, and children (under 25) residing with the couple, constitutes a single owner.

## ARTICLE II

### ARCHITECTURAL AND DESIGN REVIEW

#### Section 1. Architectural and Design Review.

- (a) Purpose. In order to preserve the natural beauty of Woodhill Crest and its setting, to maintain Woodhill Crest as 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 clearing, grading, or tree removal shall occur on the site nor shall any building, fence or other structure be erected, placed or altered until the proposed building plans, exterior material specifications, exterior color or finish, site plan (showing the proposed location of such building or structure, drives and parking

areas), landscape plan, and construction schedule shall have been approved in writing as hereinafter provided.

(b) Objectives. Architectural and Design review shall be directed towards attaining the following objectives for Woodhill Crest:

- (2) 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 landforms.
- (3) Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Residential Lot and with surrounding Residential Lots and structures.
- (4) Ensuring that the architectural design of structures and their materials and colors are visually harmonious with Woodhill Crest's overall appearance, history and cultural heritage, with surrounding development, with natural landforms and native vegetations, and with development plans, officially approved by the Declarant, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located.
- (5) Ensuring the plans for landscaping provide visually pleasing settings for structures on the same lot and on adjoining or nearby lots are environmentally sensitive, and blend harmoniously with the natural landscape.
- (6) Ensuring that any development, structure, building or landscaping complies with the provisions of these covenants.
- (7) Promoting building design and construction techniques that respond to energy consumption and environmental quality consideration such as energy conservation, erosion control, and run-off water quality.

(c) Architectural Review Board.

- (1) The Declarant shall establish an Architectural Review Board (such board hereinafter referred to as the "Review Board") which shall consist of three (3) members elected by the Association. Until such time as the Association is activated and has held its organizational meeting, the Review Board shall consist of up to three (3) members, appointed by the Declarant. The regular term of office for each member shall be one (1) calendar year. Any member appointed by the Declarant may be removed with or without cause by the Declarant 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 member. Any member elected by the Association shall be removed in accordance with the by-laws of the Association. Members may be appointed for successive terms.

- (2) 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. Meetings shall be held upon call of the Chairman; all meetings shall be held at the offices of the Declarant in Columbia, South Carolina or at such other places as may be designated by the Chairman. After activation of the Association, two (2) members shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the members of the Review Board actually present if a quorum exists 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. After activation of the Association said rules shall be filed with the Association and maintained in the records of the Association.
- (3) The Review Board is hereby authorized to retain the services of one or more consulting architects, landscape architects, environmental consultants, 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 90% of the sites for the proposed Residential Lots to be located on the Property (including the additional property) or no later than December 31, 2009, the Declarant shall by filing a supplementary declaration of covenants and conditions with the Register of Mesne Conveyance for Richland County, transfer the above described architectural review authority to a permanent Review Board which, subject to the covenants and conditions stated with the aforesaid supplemental declaration, shall be under the control of the Association. The Declarant may, however, transfer the architectural review authority to the permanent Review Board at any time prior to the triggering events listed above.
- (e) Review and Approval of Plans for Additions, Alterations or Changes to Structures and Landscaping. No tree removal, grading, building, wall, fence, deck, pier, swimming pool, roof, mailbox, dog house or other structure or improvement of any kind shall be commenced or erected upon any Residential Lot or upon the exterior of any Family Dwelling Unit, 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, materials, and exterior finish), plot plan, landscape plan, and construction schedule shall have been submitted to and approved by the Review Board.
- (f) Submission, Approval and Disapproval of Architectural Design, Siting, Landscaping and Other Building Plans. Two copies of all plans, specifications and related data shall be submitted together with a completed application for approval and check in payment of the submission fee to the "Review Board". One copy of all plans and related data shall be 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 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, environmental consultants or attorney's retainer in accordance with subparagraph (c)(3) above. The Fee initially established by these Covenants shall be \$500.00 for each submission, and in addition the applicant shall be required to post a compliance bond initially established at \$4,000.00. The Review Board shall have the right to increase these amounts not more than once in any subsequent twelve (12) month period. Approvals shall be dated and shall not be effective for construction commenced more than one year after such 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 forty-five (45) 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 of structures, landscaping plans or exterior materials and colors 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 or capricious. In the event the Property Owner fails to comply with the Review Board's approved design and landscaping plan, the Board, after due notice to the Property Owner and a reasonable time for the Property Owner to comply, may use the compliance bond money to correct any discrepancies or to complete work which has not been timely completed. In addition, the Property Owner agrees to require the contractor and subcontractors working on the Property Owner's Residential Lot to keep the Residential Lot as a clean and well maintained building site with adequate provisions for the disposal of trash and debris. If the Residential Lot which is a building is not well maintained and kept reasonably clean, the Board may, after reasonable notice to the Property Owner, cause the Residential Lot to be cleaned and pay for such cleaning from the compliance bond if the Property Owner has not taken action to cause the building site to be better maintained and kept reasonably clean and free of trash and debris.

- (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 workmanlike manner. Neither the Declarant, the Association 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 Property Owner shall have sole responsibility for compliance with approved plans and does hereby hold the Review Board and the Declarant harmless for any failure thereof caused by the Property Owner's architect or builder. The Declarant reserves the right to prohibit the Property Owner's builder and/or general contractor access to the site in the event it is determined that failure to comply with approved plans and promulgated regulations is determined to be intentional or due to gross negligence.

Section 2. Siting. To assure that buildings and other structures will be located with regard to the topography of each property taking into consideration the location of large trees and other aesthetic and environmental considerations, the Review Board reserves unto itself, its successors and assigns, the right to control and to decide solely (so long as (a) its decisions are not arbitrary or 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 Woodhill Crest.

The location shall be determined only after reasonable opportunity is afforded the Property 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 Declarant, and such location complies with the local town and county subdivision regulations, the Declarant shall approve automatically such location for a residence.

Section 3. Parking. Each Property Owner subject to these Covenants shall provide off-street space for the parking of at least two (2) automobiles prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Review Board.

Section 4. Completion of Construction. The exterior of all houses 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 Property 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 Property Owner shall require the contractor to maintain the Residential Lot in a reasonably clean and uncluttered condition. Upon completion of construction, the Property Owner shall cause the contractor to immediately remove all equipment, tools and construction material from the Lot. Any damage to roads, drainage inlets, concrete curbs, Common Properties, utility lines or property owned by others caused by the Property Owner's contractor or other parties providing labor or services to the Property Owner shall be repaired by the Property Owner or by the Declarant at Property Owner's expense. The landscaping plan for all Family Dwelling Units and other structures must be completed within ninety (90) days of occupancy or substantial completion, whichever date shall first occur. Property Owner and/or the Property Owner's contractor and subcontractors are required to keep the Residential Lot on which a house is being constructed as a clean and well maintained building site reasonably free of trash and debris. The Property Owner and/or contractor and subcontractors must provide adequate receptacles for the disposal of trash and debris and to have the same emptied prior to the receptacles overflowing.

Section 5. Service Yards and Fences. Each Property 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 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. The storage of a boat, trailer, or recreational vehicle, if such items are to be kept on a Lot, is only permitted if the Property Owner shall provide a visually screened area. All walls, fences and hedges are subject to review and approval.

Section 6. Signs. No signs or ornaments shall be erected or maintained on the Property by anyone including, but not limited to, the Property Owner, a realtor, a contractor or subcontractor, except with the written permission of the Declarant or 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, location and content of such signs.

Section 7. 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 Family Dwelling Unit shall be located, directed, or of such intensity to affect adversely the night-time environment of any adjacent property.

Section 8. Building Height. No Family Dwelling Unit structure shall be constructed which has a height exceeding three (3) stories above the finished grade of front (street side) of dwelling.

Section 9. Mailboxes. In order to maintain uniformity in the design, construction and installation of mailboxes, each Property Owner agrees to provide and install prior to occupancy the standard mail receptacle designed or specified by Declarant in a location approved by the appropriate city official or the U.S. Postal Service.

Section 10. Stormwater Management and Sediment Control Plan. Builders of houses on the Residential Lots must abide by requirements established by Section 72-307 Part E of the Standards for Stormwater Management and Sediment Reduction, as established pursuant to Title 48, Chapter 14 of the South Carolina Code of Laws 1976, as amended. These practices include taking measures to reduce surface water run-off which carries sediment into the stormwater drainage system or onto neighboring Residential Lots or Common Properties during construction by installing silt fences as required by the Review Board. In addition, after completion of construction, each Property Owner shall take reasonable precautions to direct storm water run-off into the drainage system and avoid creating a surface water run-off problem for adjacent Residential Lots.

Section 11. Site Work for Construction. Property Owner acknowledges that when construction is begun on a Residential Lot, Property Owner may have to remove organic material and top soil from the Residential Lot and place fill dirt on the Residential Lot. Property Owner may also have to install drainage on a Residential Lot to properly drain the Residential Lot and tie into the drainage system for Woodhill Crest.

### ARTICLE III ENVIRONMENTAL CONTROLS

Section 1. Topography and Vegetation. Topographic and vegetation characteristics of a Residential Lot shall not be altered by removal, reduction, cutting, grading, fill, 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 may be removed without the written approval of the Review Board, and in the case of "Grand Trees" also by the

appropriate official with the City of Columbia. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the Property. Owner or Review Board reserves the right to have specimen trees preserved and to have site planning provide for their retention.

Section 3. Certain Controls. To implement effective and adequate erosion control and protect the beauty of the Property, the Declarant, its successors, assigns (including but not limited to the Association), and agents shall have the right, but not the obligation, 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, or controlling water run-off and drainage.

To implement effective insect, reptile and woods fire control, the Declarant, its successors, assigns, and agents reserve the right, but not the obligation, to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, removing trash, draining standing water or dispensing pesticides.

Section 4. Erosion in Open Spaces and Common Properties. The Declarant, its successors and assigns shall have the right, but shall not be obligated, to protect all Open Space and 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 Declarant. The right is likewise reserved to the Declarant to take steps necessary to provide and insure adequate drainage ways in Open Space, 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 Property Owners in accordance with the provisions of Part Three of this Declaration.

Section 5. Property Owners' Responsibility for Landscaping. Each Property Owner of a Family Dwelling Unit shall be responsible for maintaining the area between the Residential Lot line and the back of the curb of the road in front of the Residential Lot, with the boundaries of each area of responsibility for a particular Family Dwelling Unit being defined by the extended side lot lines where the same intersect with the back of the roadside curbing (the "Extended Lawn Maintenance Area"). The Property Owners' maintenance may include grading, grass lawns or other appropriate ground cover but shall not include trees or other shrubbery. The Property Owner shall have an easement for the Extended Maintenance Area to make landscape improvements and to maintain the same; subject, however, to the easement rights of the various utilities and the utilities' rights to install and maintain their utility lines that may run in the road right-of-way.

#### ARTICLE IV OPEN SPACE

Section 1. Dedication of Open Space. In order to preserve and protect natural, scenic, and recreational resources, soils, wetlands, game and birds in evidence on the Property, the Declarant may designate lands and/or ponds, lagoons, and detention basins to which it holds title or easements on adjacent property for the benefit of Woodhill Crest as Open Space. In addition, the Declarant

may assign, transfer and otherwise dedicate to the Association such Open Space property and upon such assignment, transfer or dedication the Association will assume the obligation to maintain and protect such Open Space in a manner consistent with the restrictions and obligations set forth in the instrument of conveyance. Nothing within this Section or in this Declaration places on the Declarant an affirmative obligation to dedicate any areas as Open Spaces. Similarly, the Association may at any time designate certain Common Properties as Open Space. Access to these Open Space areas may be opened to the general public, or be limited to the Property Owners, their tenants and guests. No property shall be Open Space unless it is dedicated in the following manner:

- (i) It is described as such in a Declaration signed and formally executed by the title owner of record; and
- (ii) Accompanied by a surveyor's plat reciting the number of square feet or acres of Open Space in the closed survey, both of which shall be recorded in the Office of the Register of Mesne Conveyance for Richland County.

No designation of property as Open Space on a Map, Master Plan, aerial photo, unrecorded plat or drawing shall be effective as a "dedication" of such property.

Section 2. Easements in Open Spaces. The Declarant reserves unto itself, its successors, assigns and agents a perpetual, alienable and releasable easement or right to go on, over and under the ground to erect, maintain and use electrical, telephone, cable television, and utility poles, wires, cables, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage or other infra-structure, public conveniences or utilities in said Open Space areas and Common Properties. 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 Declarant further reserves to itself, its successors, assigns, and agents the right to locate wells, pumping stations, detention ponds, siltation basins and tanks within such Open Space areas and Common Properties.

Section 3. Declarant Use of Open Space. The Declarant expressly reserves to itself, its successors and assigns for so long as it retains ownership of any properties within Woodhill Crest, every reasonable use and enjoyment of Open Space and Common Properties in a manner not inconsistent with the provisions of this Declaration including the construction of stormwater detention ponds, and disposal of organic material disposal removed from Woodhill Crest.

Section 4. No Affirmative Obligations of the Declarant. It is expressly understood and agreed that the granting herein of easements pertaining to Open Space and Common Properties and the reservation by the Declarant of rights pertinent thereto in no way places a burden of affirmative action on the Declarant and the Declarant is not bound to make any of the improvements noted herein, or to extend to any Property Owner any service of any kind, except as such may be consented to by the Declarant on its own behalf and as may be undertaken at the expense of the Association or the Property Owner, as the case may be.

Section 5. Offensive Materials in Open Space and Common Properties. No trash, garbage, sewage, sawdust, waste, building materials or any unsightly or offensive material shall be placed upon Open Space or Common Property, except this provision shall not apply to any waste treatment facility or approved disposal site for organic material established on the Property by the Declarant.

Section 6. Drainage and Storm Water Detention Easement. The Easement Agreement recorded in the Office of the Register of Deeds for Richland County, South Carolina, in Book 902 at Page 3258 for storm water drainage and for storm water detention and for water lines may also be dedicated by the Declarant as Open Space and the obligations of Grantee therein may be assigned over to the Association.

### PART THREE

#### WOODHILL CREST PROPERTY OWNERS' ASSOCIATION, INC.

#### ARTICLE I

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Property Owner, including the Declarant, shall be a Member of the Association.

Section 2. Voting Rights. The Association shall have two types of voting membership which are regular voting memberships and one type of special voting membership. The special voting membership shall provide the Declarant with the power to elect a portion of the Board of Directors.

Regular Voting Membership - Regular Voting Members shall be all owners (including the Declarant and Property Owners) of Residential Lots. Each Regular Voting Member shall be entitled to one vote for each Residential Lot owned.

Special Voting Membership - In addition to the Regular Voting Memberships described hereinabove, there shall be allowed with respect to each class, a Special Voting Membership for the Declarant under the following circumstances:

So long as the Declarant retains ownership of any Residential Lots, the Declarant shall be allowed a Special Voting Membership with respect to each class by which he shall be entitled to the same number of votes as the Regular Voting Memberships (including itself), plus one. This provision, without further reference herein, shall be self-operative. Declarant can elect not to vote its Special Voting Memberships in its sole discretion.

When any property entitling the Declarant thereof to membership in the Association is owned Of Record in the name of a corporation, trust, partnership or two 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, one officer, trustee, person or entity shall be designated the Voting Member

to bind all the others. Written evidence of such designation in a form satisfactory to the Association shall be delivered to the Secretary of the Association prior to the exercise of a vote by such owners. The use of the term Member in the sections below shall mean the Voting Member when that term applies due to the ownership nature of the Residential Lot.

The voting rights of any Member may be assigned by said Member 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.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors consisting of three (3) or five (5) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board of Directors as provided for in the By-laws of the Association. 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 Section 2, multiplied by the number of directors to be elected, and may cast all of such votes for any one director or may distribute them among the number to be voted for, or any two or more of them, as he may see fit, provided, however, that 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 4. Members 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 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 (51%) percent, 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 (25%) percent 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.

Section 5. 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 (60%) percent 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 (25%) percent 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 5, 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 Five, Article II shall govern in that instance. For the purpose of this Section, "proper notice" shall be deemed to be given when given each Member not less than fifteen (15) days prior to the date of the meeting at which any proposed action is to be considered.

Section 6. Proxies. All Members 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

### OPEN SPACE AND COMMON PROPERTIES

Section 1. Title to Open Space. The Declarant, its successors and assigns, shall convey to the Association those parcels of land or easements designated in Section 2 of this Part Three, Article II as Open Space and any other Open Space designated on the Master Plan at any time it so elects but in any event not later than the date a minimum of ninety (90%) percent of the Residential Lots in the Property plus lands added in accordance with the provisions of these Covenants have been sold but not later than December 31, 2009.

Section 2. Condition of Properties. The Common Properties shall be conveyed to the Association in their "as is" condition.

## ARTICLE III

### MAINTENANCE ASSESSMENTS

Section 1. Payment of Assessments to Declarant. Notwithstanding any provision hereinafter contained, until such time as the Declarant has conveyed substantially all of the Common Properties, the assessments described in this Declaration shall be due and payable to the Declarant, its successors or assigns and all rights hereby established on behalf of the Association, including the lien remedies, shall accrue to the benefit of the Declarant.

While Ownership of such Common Properties is retained by the Declarant, all funds necessary for the management, operation and maintenance of the properties which, upon conveyance to the Association, shall become Common Property, shall be derived from the assessments levied hereunder and any applicable user charges, annual user dues, security fees or maintenance fees, but nothing herein shall prohibit the Declarant from using its funds to cover such expenditures which at its sole discretion Declarant deems necessary or advisable.

Section 2. Creation of the Lien and Personal Obligations of Assessments. Each owner of any Residential Lot, whether or not it shall be so expressed in any such deed or other conveyance, agrees to all terms and provisions of this Declaration and to pay to the Declarant and, subsequently to the Association:

- (1) Annual assessments or charges; and
- (2) Special assessments or charges for the purposes set forth in this Article, 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 who 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, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 3. Purpose of Assessments. The annual assessments levied hereunder shall be used exclusively for the improvement, maintenance management, enhancement, vegetation control, bridges, drainage systems, Open Space, and for Common Properties, and to provide services which the Declarant or Association is authorized to provide. In carrying out these duties, the Declarant or Association may make payment of taxes and insurance thereon, make improvements on Open Space or 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 Declarant or the Association, and take such other action as is necessary to carry out its authorized functions.

The Declarant or the Association may establish reserve funds equal to ten (10%) percent of its receipts 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, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

Section 4. Amount of Assessment. The annual assessment in the amount of \$800.00 per Residential Lot or Family Dwelling Unit shall be levied by the Declarant or the Association commencing January 1, 2005. Assessments shall be pro-rated in the year in which a Residential Lot is conveyed to a purchaser by the Declarant.

Property shall not be classified for purposes of these covenants and these Annual Assessments as a Residential Lot until conveyed to the purchaser by the Declarant. Declarant shall not be obligated to pay assessments for unsold lots shown on any recorded plat whether or not listed for sale.

From and after January 1, 2006, the annual assessment may be increased each year by the Declarant, or Board of Directors of the Association after the Open Space and Common Properties are conveyed to the Association, by an amount not in excess of seven (7%) percent per year, or the percentage increase between the first month and the last month of the immediate prior year's annual assessment period in the Consumer Price Index, U.S. City Average, All Items (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. If the annual assessment is not increased by the C.P.I. inflator from the prior year, the right to increase the annual assessment by the C.P.I. inflator shall not be cumulative but is limited in any given year to 7% or the C.P.I. inflator for the immediate prior year. After conveyance of the Open Space and Common Properties to the Association, 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 I, Section 5 hereof, may vote against such increase or vote to increase said annual assessment by a greater amount or to decrease the annual assessment. In the event that the C.P.I. referred to above shall be 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.

Section 5. Special Assessments for Improvements and Additions. In addition to the annual regular assessments authorized by Section 3 hereof, the Association, when it has been conveyed the Common Properties and Open Space by the Declarant, may levy special assessments, for the purpose of construction or reconstruction, repair or replacement of capital improvements upon the Open Space owned by the Association or the Common Properties, including the necessary fixtures and personal property related thereto, or for additions to Open Space or to provide for the necessary facilities and equipment to offer the services authorized herein, and to 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 pages on each proposed assessment. This provision shall be interpreted to mean that the Association may make, in any one year, an annual assessment plus an additional special assessment.

Section 6. 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 shall be as follows:

The first time any meeting of the members of the Association if called to take action under this Article, the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent 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 (25%) percent of the total vote of the membership of the Association.

Section 7. Date of Commencement and Proration of Annual Assessments. Due Date. Notwithstanding anything in the foregoing to the contrary, the annual assessments provided for herein shall commence no earlier than January 1, 2005.

The first annual assessment shall be made for the calendar year and shall become due and payable thirty (30) days after the day fixed for the commencement. The Declarant, or Board of Directors of the Association, after it has been conveyed the Open Space and Common Properties, shall have the power to change the date upon which annual payment of annual assessments, i.e., lump sum, monthly installments, etc., provided, however, that the annual assessment shall be due and payable at least annually.

Section 8. Duties of the Board of Directors. The Declarant, initially and thereafter the Board of Directors of the Association shall fix the amount of the assessment against each Residential Lot, 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 Property Owner. Written notice of assessment shall thereupon be sent to every Property Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Property 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 Property Owner of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Property Owner; the Lien; Remedies of Association. If the assessment is not paid on or before the past-due date specified in Section 7 hereof, then such assessment shall become delinquent and shall, together with interest thereon at the rate of ten (10%) percent per annum 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 Property Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Property Owner at the time when the assessment first become 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 Declarant and/or the Association may bring an action at law against the Property Owner personally and there shall be added to the amount of such assessment 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 as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. 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. 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 six (6) months.

Section 11. 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 grantees in conveyances made for the purpose of granting utility easements;
- (b) Owners of all Open Space and lands not intended to be subdivided for sale as residential lots;
- (c) Residential Lots owned by the Declarant.

Section 12. Annual Statements. Upon conveyance of the Open Space and Common Properties to the Association and assumption by the Association of the right to make and collect the within described assessments, 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 \$1,000. Such officer shall furnish to each Member of the Association 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 either in person or by mail. Prior to such time as the Association assumes the aforesaid obligation, the Declarant shall not be required to provide the aforesaid statement to the Property Owners.

## ARTICLE VI

### FUNCTIONS OF ASSOCIATION

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

- (a) for roads or roadways, and parkways along said roads or roadways throughout the Properties, except as provided in Article III, Section 5 and to the extent the roads may be public roads;
- (b) for sidewalks (if any), signs, street lighting (if an obligation of the Association) throughout the properties;

- (c) for providing any of the services which the Association is authorized to offer under Section 3 of this Article; and
- (d) for detention ponds.

Section 2. Ownership and Maintenance of Common Properties. The Association shall be authorized to own and maintain the Common Properties within Woodhill Crest or easements benefitting Woodhill Crest.

Section 3. Required Services. The Association shall provide the following services:

- (a) clean-up, maintenance and landscaping of all Common Properties or Open Spaces 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;
- (b) the services necessary 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 Declaration;
- (c) 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;
- (d) to set up and operate the Review Board as hereinabove provided;
- (e) 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;

Section 4. Obligation of the Association. 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 obligations set forth in these covenants and the funds available to the Association and the needs of the Members, at which point the Association shall be required to act. Special assessments shall be submitted for Referendum as herein provided. The functions and services which the Association is authorized to provide may be added or reduced at any time upon the affirmative vote of fifty-one (51%) percent or more of those voting in a Referendum conducted by the Board of Directors under the same procedures as for a special assessment.

Section 5. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association only in performing its authorized functions.

## PART FOUR

### GENERAL PROVISIONS

#### ARTICLE I

##### DURATION

Section 1. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Declarant, or any Property Owner, 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 (25) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial twenty-five (25) year 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 this Declaration, the total number of votes cast against such resolution. Said certificate shall be recorded in the official real estate records for Richland 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. The Declarant specifically reserves to himself, his heirs and assigns, the right to amend this Declaration, or any portion thereof, on its own motion, from the date hereof until September 30, 2009, so long as the voting power of existing Members is not diluted thereby, nor the amounts of assessments of such existing Members raised or changed in any manner which would adversely affect such Members, after which time the procedure for amendment 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 at which such proposed amendment is to be considered are in favor of the amendment. If any proposed amendment to this Declaration is approved by the members as set forth above, the President and Secretary of the Association shall execute an Addendum to this

Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the 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 cast against the amendment. Such Addendum shall be recorded in the official real estate records of Richland County, South Carolina.

The quorum required for any action authorized to be taken by the Association under this Section 1 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Article, the presence at the meeting of the Members or proxies entitled to cast sixty (60%) percent 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 (50%) percent of the total vote of the Association.

### ARTICLE III

#### NOTICES

Section 1. Any notice required to be sent to any Member or Property Owner under the provisions of this 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 Richland County, South Carolina, on the first day of the calendar month in which said notice is mailed.

Section 2. Notice to one of two or more co-owners of a Residential Lot 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.

Section 3. 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 Property Owner or agent of such Property, the Declarant or any other Property Owners 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 Declarant 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.

Section 3. Enforcement by the Declarant. In addition to the foregoing, the Declarant 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 and/or the Declarant in full for all its direct and indirect costs, including but not limited to legal fees incurred by the Declarant in maintaining compliance with these covenants.

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 Declarant, its successors and assigns, the Woodhill Crest Owners' Association, Inc., and against any Property Owner or other person whose activities bear a relation to the Property when the aforesaid parties engaged 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 or restriction 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 ordinance which allows a less restricted use of the Property.

Section 8. Authorized Action. All actions 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 provide otherwise.

Section 9. Trespass. Whenever the Association, and/or the Declarant 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. 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 ten (10) years of the date of recording this Declaration, all Open Space and Common Properties belonging to the Association at the time of such adjudication shall revert to the Declarant.

Section 2. The Declarant shall own and operate said Open Space and Common Properties as Trustee for use and benefit of owners of Residential Lots within the Property, subject to the conditions and easements as set forth herein.

Section 3. If said adjudication shall occur on a date more than ten (10) years after the 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 herein, all Open Space and Common properties owned by the Association at such time shall be transferred to a Trustee appointed by the appropriate court of Richland County, South Carolina, which Trustee shall own and operate said land for the use and benefit of owners within the Property as set forth herein.

- (a) Each lot 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 or parcel to the Declarant or Trustee, whichever becomes the successor in title to the Association. The amount of such annual assessment and its due date shall be determined solely by the Declarant or the Trustee, as the case may be, but the amount of such annual assessment, on any particular lot or parcel, shall not exceed the amount actually assessed against that lot or parcel in the last year that assessments were levied by the Association, subject to the adjustments set forth in paragraph (b) below.
- (b) The amount of the minimum and maximum annual assessment which may be charged by the Declarant or Trustee hereunder on any particular lot or parcel shall be automatically increased each year by either five (5%) percent 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. 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.

- (c) Any past due annual assessment together with interest thereon at a rate of ten (10%) percent per annum from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Property 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 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 Declarant 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 Open Space, and Common Properties. The Declarant 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 Declarant nor the Trustee shall have the obligation to provide for operation, maintenance, repair and upkeep of the Open Space or Common Properties, once the funds provided by the annual assessment have been exhausted.
- (e) The Declarant shall have the right to convey title to the Open Space and Common Properties and to assign his 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 Open Space and common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one (51%) percent of the Property Owners, or in the alternative, shall be found to be in the best interest of the Property Owners by the appropriate court of Richland 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 Open Space or Common Properties, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such properties, then 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 of property owned by a particular owner bears to the total maximum annual assessments for all property located within the Property.

(This space has been intentionally left blank.)

Dated this 19<sup>th</sup> day of September, 2005.

WITNESS:

Declarant:

KINGS GRANT LAND CO., LLC, a South Carolina limited liability company

By: Land Management Associates, Inc., its Manager

Joyce R. Kaufman

By: Weston C. Wilhelm  
Weston C. Wilhelm  
Its: President

[Signature]

(SEAL)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**ACKNOWLEDGMENT**

I HEREBY CERTIFY, that on this 19<sup>th</sup> day of September, 2005, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Weston C. Wilhelm, as President of Land Management Associates, Inc., the Manager of Kings Grant Land Co., LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Declaration, who acknowledged the same by signing his name on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

[Signature] [SEAL]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 3/12/09

EXHIBIT "A"

PROPERTY SUBJECT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR WOODHILL CREST

ALL those certain pieces, parcels or tracts of land, situated, lying and being in the City of Columbia, County of Richland, State of South Carolina, described as **Lots 1-24, High Hill Drive 60' R/W, High Hill CT. 50' R/W, Promontory Road 60' R/W, Open Space 7,204 sq. ft., Open Space 7,474 sq. ft., and H.O.A. & Drainage Easement**, as shown on that certain plat entitled "Final Subdivision Plat of Woodhill Crest", dated March 15, 2005, signed by F. Elliott Quinn, III, R.L.S. (S.C. Registration No. 10292) on September 7, 2005, and filed in the Office of the Register of Deeds for Richland County, South Carolina, in Book 1097, Page 2647, having the metes and boundaries shown on that plat which are incorporated by reference herein.

This being the same property conveyed to Declarant by Deeds recorded in the Office of the Register of Deeds for Richland County, South Carolina, in Book 902 at Page 3255, Book 907 at Page 1109, Book 907 at Page 1114, Book 907 at Page 1132, Book 907 at Page 1126, Book 907 at Page 1138, Book 907 at Page 1144, Book 907 at Page 1150, Book 907 at Page 1120, and Book 1009 at Page 767.

This instrument was prepared by J. Simon Fraser, Fraser & Allen, LLC, P.O. Box 5098, Hilton Head Island, South Carolina 29938.

Upon Recording Return to:

J. Simon Fraser  
Fraser & Allen, LLC  
P.O. Box 5098  
Hilton Head Island, SC 29938  
(843) 785-3311