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RESTRICTIVE COVENANTS
RECORDING FEES \$32.00
PRESENTED & RECEIVED

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JUDITH WARNER,
REGISTER OF DEEDS CURTIS TANCOS
AIKEN COUNTY, SC
BY: LYNN STENBRIDGE DEPUTY

BK: RB 4193

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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR THE
WOODSIDE VILLAGE RESIDENTIAL TRACT

THIS DECLARATION is made this 18th day of March, 2008, by WOODSIDE VILLAGE RESIDENTIAL, LLC, a South Carolina limited liability company (hereinafter referred to and defined below as, the "Developer").

THIS DECLARATION IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND IF THE FEDERAL ARBITRATION ACT IS INAPPLICABLE, THE UNIFORM ARBITRATION ACT, §15-48-10, ET. SEQ., CODE OF LAWS OF SOUTH CAROLINA (1976), AS AMENDED.

WITNESSETH:

WHEREAS, Developer is the owner of certain real property lying and being in the City of Aiken, Aiken County, South Carolina, which real property is more particularly described in Exhibit A, attached hereto and by reference made a part hereof (hereinafter referred to and defined below as, the "Property"); and

WHEREAS, the Property is the residential portion of the mixed-use community located in Aiken, South Carolina known as The Village at Woodside (hereinafter referred to and defined below as, the "Village"); and

WHEREAS, Developer desires to provide for the preservation and enhancement of the Property it is developing and for the maintenance of this Property and the improvements thereon, and to this end desires to subject the Property to the covenants, conditions, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values in the Property, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated, under the laws of the State of South Carolina, Woodside Village Neighborhood Association, Inc. (hereinafter referred to and defined below as, the "Association"), a non-profit corporation for the purpose of exercising such functions;

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COPY

RETURN TO:

R. E. Hanna, III, Esquire
Hull, Towill, Norman, Barrett & Salley, P.C.
111 Park Avenue, S.W.
Aiken, SC 29801

NOW THEREFORE, Developer hereby declares that all of the Property shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I. DEFINITIONS

1.1 “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of Woodside Village Neighborhood Association, Inc., as the same may be amended from time to time.

1.2 “Association” shall mean and refer to Woodside Village Neighborhood Association, Inc., a South Carolina nonprofit corporation.

1.3 “Board of Directors” shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

1.4 “Builder” shall mean any Person engaged principally in the business of constructing for sale to homeowners single family residential dwellings to whom the Developer sells or has sold one or more Lots for the purpose of constructing thereon a single family residential dwelling.

1.5 “By-Laws of the Association” or the “By-Laws” shall mean and refer to those By-Laws of Woodside Village Neighborhood Association, Inc. which govern the administration and operation of the Association, as the same may be amended from time to time.

1.6 “Common Area” shall mean and refer to all portions of the Property, other than Lots and roads that have been dedicated to the public, now or hereafter designated as such on the Plat for the common use and enjoyment of the Owners.

1.7 “Common Assessment” shall mean and refer to assessments levied against all Lots in the Property to fund Common Expenses.

1.8 “Common Expenses” shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

1.9 “Declaration” shall mean the covenants, restrictions, and easements and all other provisions herein set forth in this entire document as the same may be amended from time to time.

1.10 “Developer” shall mean and refer to (i) Woodside Village Residential, LLC, a South Carolina limited liability company, or (ii) any successor-in-title or any successor in interest to Woodside Village Residential, LLC, a South Carolina limited liability company, to all of the then remaining Property owned by Developer then subject to this Declaration and provided in the instrument of conveyance to any successor-in-title or interest is expressly designated as the “Developer” hereunder by the grantor of such conveyance, which grantor shall be the “Developer” hereunder at the time of such conveyance.

1.11 “Dwelling Unit” shall mean and refer to one (1) residential dwelling, whether detached or attached to other Dwelling Units.

1.12 “Lot” or “Lots” shall mean and refer to any parcel or tract of real property within the Property on the Plat other than the Common Area.

1.13 “Member” shall mean and refer to any person or entity which is a Member of the Association as defined in 4.01 below.

1.14 “Mortgage” shall mean and refer to a security deed, deed of trust, mortgage, installment land sales contract or other similar security instrument granting, creating or conveying a lien upon, a security interest in or a security title to a Lot.

1.15 “Mortgagee” shall mean and refer to the holder of a Mortgage.

1.16 “Owner” shall mean and refer to the record owner, whether one or more Persons, including Developer, of the fee simple title to any Lot or portion thereof but excluding those persons having such an interest under a Mortgage.

1.17 “Person” shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.18 “Plat” shall mean and refer to the initial Plat prepared by _____ for _____ and recorded in the Aiken County RMC Office in Book ___, Page ___, showing the configuration of Lots, Common Areas, roadways, sidewalks, or any other features of the Property, as the same may be amended from time to time at the instance of Developer. Developer contemplates filing subsequent Plats which will create new Lots, which may be associated with attached or detached dwelling units within the “Future Development Areas” shown on the initial Plat.

1.19 “Property” shall mean and refer to that tract or parcel of land described in Exhibit A attached hereto and by reference made a part hereof, and any additions thereto or subtractions therefrom as determined by Developer and evidenced by an amendment to this Declaration.

1.20 “Residential Purposes” shall mean and refer to a use and occupancy of a building as a long-term abode, dwelling or residence for use for seasonal vacations.

1.21 “SBDC” shall mean Silver Bluff Development Company, LLC, and its successors, assigns, and designees.

1.22 “Structure” shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, satellite dish, mailbox, driveway, temporary or permanent living quarters or any other temporary or permanent improvement to such Lot; and (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects the natural flow of surface waters from, upon or across any artificial creek, stream, wash or drainage channel from, upon or across any artificial creek, stream, wash or drainage channel from, upon or across any Lot.

1.23 “Village” shall mean that property known or to be known as The Village at Woodside that is generally adjacent to the Property (which includes the Property), as designated now or hereafter by Developer.

1.24 “Village Architectural Review Board” (“VARB”) shall mean and refer to the Developer’s representative, or such other individual(s) as Developer may appoint, or such entity to which the VARB may assign its duties set forth in Article IX below. At such time as all of the Lots in the Property have

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been fully developed, the Developer shall notify the Board and all the Owners of Lots in the Property that Developer is transferring its rights under Article IX to the Board at which time the Developer's rights and obligations as the VARB shall forthwith terminate. Notice to the Board and all the Owners by Developer under this provision shall be in writing. After receipt of said notice from the Developer, the Board shall have the right, power and authority to elect a successor VARB which shall consist of not less than two (2) Owners of Lots. The rules and regulations pursuant to which such VARB shall act shall be prescribed by the Board in the Village Code. Notwithstanding the foregoing, the Developer may, in its sole discretion, relinquish control over the VARB at any time prior to completion and sale of all Lots in the property by so notifying the Board and the Owners of Lots in the Property as set forth hereinabove.

1.25 "Village Code" shall mean and refer to the written document entitled "Village at Woodside Regulating Plan and Architectural Guidelines" which shall set forth the architectural standards governing the construction and modification of all Structures within the Property and which shall set forth the procedures for interaction with the VARB and the standard of conduct, rules, and regulations related to all activities within the Property. The Village Code shall be promulgated by the Board and may be amended in such a manner as determined by the Board, in its sole discretion.

1.26 "Village Common Area" shall mean all areas designated as common area within the Village (excluding Common Area lying within the Property) designated as such by Developer or SBDC.

ARTICLE II. DEVELOPMENT

2.1 Development of Property. All Lots within the Property shall be subject to the standards and restrictions set forth in this Declaration. Developer shall have the right, but not the obligation, for so long as Developer owns any Lot primarily for the purpose of sale, to make improvements and changes to the Common Area and to all Lots owned by Developer, including, without limitation, (i) changes in the location of the boundaries of any Lots owned by Developer, including combining or subdividing such Lots, (ii) installation and maintenance of any water or other utility systems and facilities, and (iii) installation of security facilities.

2.2 Interest Subject to Plan of Development. Every purchaser of a Lot shall purchase such Lot and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, with notice of this Article. Any provision of this Declaration to the contrary notwithstanding, the provisions of this Article II may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Developer.

2.3 Plat. Developer reserves the right to modify, amend, revise and add to the Plat, at any time and from time to time, setting forth such information as Developer may deem necessary with regard to the property, including, without limitation, the locations and dimensions of the Lots, Common Area, parks, the roadways, utility systems, drainage systems, utility easements, drainage easements, access easements and building and set-back line restrictions.

ARTICLE III. PROPERTY RIGHTS

3.1 General. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred and encumbered the same as any other real property. Except as provided in Section 2.1 hereof, Lots shall not be subdivided and the boundaries between Lots shall not be relocated unless the relocation thereof is made with the consent of the Board and of Developer, so long as Developer owns a Lot primarily for the

purpose of sale. Each Lot in the Property shall be subject to those easements, if any, which are shown on the Plat as affecting such Lot.

3.2 Easements for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under or through any portion of the Property not occupied by vertical improvements approved under this Declaration and the right of use of all utility easements as shown on the Plat, for so long as Developer owns any Lot primarily for the purpose of sale:

(a) Easement for the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;

(b) Easement for the installation, construction and maintenance of storm-water drains, and for any other public utility facility; and

(c) Easement for the maintenance and use of such other facilities, equipment, and signs as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots or the developing of Lots.

3.3 Easements for Association. There is hereby reserved a general right and perpetual easement for the benefit of the Association, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof (including that portion of each Lot designated for utility easements as shown on the Plat) in the performance of their respective duties and responsibilities. Said easement shall include, but not be limited to, the right to enter upon the Lots (i) to perform the maintenance responsibilities of the Association set forth in Section 5.1 hereof, and (ii) for emergency, security and safety reasons, which right may also be exercised by all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during reasonable hours and then, whenever practicable, only upon reasonable advance notice to the Owner of the Lot directly affected thereby. This easement shall specifically include the right to enter in, on, under and to cross over those Lots in the Property upon which any entryway treatment, fence or wall, lighting or irrigation facilities or equipment, or entryway landscaping is located for the purpose of inspecting, maintaining and repairing same.

3.4 Easements for Owners. Subject to the provisions herein, every member of the Association and all Owners within the Property and their guests and invitees, shall have a right and easement of use and enjoyment in and to the Common Area (including, but not limited to the walking trail near the perimeter of the Property), parks, roadways, and alleyways (including, without limitation, the right of pedestrian and vehicular access, ingress and egress over those portions of the Common Area from time to time designated for such purposes), and the right of use of all utility easements as shown on the Plat, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association, acting through the Board, to:

(a) adopt and publish rules and regulations governing the use of the Common Area;

(b) suspend an Owner's voting rights for any period during which any assessment of the Association against said Owner's Lot remains unpaid;

(c) grant easements or rights of way on, over, across and through the Common Area to any public agency, authority or utility or to any utility company or cable television system; and

(d) dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument executed by the Association and Developer, if Developer owns a Lot primarily for the purpose of sale, agreeing to such dedication or transfer, has been recorded in the records of Aiken County, South Carolina.

In addition to the foregoing, the Developer or its designee has the right to promulgate rules and regulations that govern access rights to the Common Area.

3.5 Title to Roadways and Other Common Areas. Developer may from time to time convey to the Association, real and personal property for the common use and enjoyment of the Owners including the Common Area, roadways, parks, and alleyways shown on the Plat with the exception of roads that are public and will be dedicated to the City of Aiken, South Carolina. The Developer shall convey all common properties including the Common Area, drainage systems and open space, no later than the date that the Developer loses its Class B Membership as contemplated by Section 4.2 of this Declaration. The Association hereby covenants and agrees to accept from Developer all said conveyances of roadways, drainage systems, open space and other real and personal property. Acceptance of these conveyances by the Association shall not be unreasonably withheld. Upon the transfer of the roadways, drainage systems, open spaces and other real and personal property, the Association agrees to be responsible for permanent maintenance of the roadways, drainage systems and open space. Notwithstanding any legal presumption to the contrary, the fee simple title to such real and personal property designated as Common Area or for public use, together with all rights therein, shall be reserved to the Developer until such time as such real and personal property is conveyed to the Association or to any municipality or other governmental body, agency, or authority.

ARTICLE IV. MEMBERSHIP

4.1 Membership. Every Owner shall be deemed a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and ownership of a Lot or portion thereof shall be the sole qualification for such membership. In the event that fee title to a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot unless such Lot contains a horizontal property regime, approved in advance of the creation thereof by the Association and Developer, so long as Developer owns any Lot primarily for the purpose of sale, in which case those shall be one Member for each condominium unit within the horizontal property regime. When more than one person holds an interest in any Lot or horizontal property regime unit, the vote for such Lot shall be exercised as the Owners of such Lot themselves determine. The vote appurtenant to such Lot shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each Lot is as set forth in this Article IV.

4.2 Voting Rights. The Association shall have three (3) types of regular voting membership. Members are divided into classes for the sole purpose of computing voting rights and assessment obligations and shall in no event vote as a class.

Class "A" - Class "A" Members shall be all those Owners (including the Developer) of Lots. A Class "A" Member shall be entitled to one (1) vote for each Lot owned.

Class "B" – Class "B" Members shall be the Developer until it elects to be classed only as to its Lots providing Class "A" memberships. The Class "B" Member shall be entitled to one (1) vote, plus one (1) vote for each vote held by Class "A" Members. However, after January 1, 2030, or sooner if the Class "B" Member so relinquishes its voting rights in a recorded Declaration, the Class "B" Member shall exercise votes only as to its Class "A" Memberships.

The voting rights of any Dwelling Unit Owner may be assigned by said Owner to its lessee who has a lease with a term of one (1) year or more. All such assignment of voting rights must be in writing and a copy of such assignment must be filed with the Association.

ARTICLE V. MAINTENANCE

5.1 Responsibilities of Owners. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots, together with all other improvements thereon or therein, shall be the responsibility of the Owner of such Lot. Each Owner shall be responsible for maintaining his or its Lot in a neat, clean and sanitary condition, and such responsibility shall include but not be limited to the maintenance and care of all exterior surfaces of all improvements, buildings and other structures located on the Lot, and all landscaping. As provided in Section 5.2(b) hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner but which responsibility such Owner fails or refuses to discharge. No Owner shall decorate, change or otherwise alter the appearance of any portion of the exterior of his residence or the landscaping, grounds or other improvements within a Lot unless such decoration, change or alteration is first approved, in writing, by the VARB as provided in Article IX hereof, or do any work which, in the reasonable opinion of the VARB, would jeopardize the soundness and safety of the Property, reduce the value thereof or impair any easement or hereditament thereto, without in every such case obtaining the prior written approval of the VARB.

5.2 Responsibilities of Association.

(a) Except as may be herein otherwise specifically provided, the Association shall maintain landscape and keep in good repair, as the case may be (i) all portions of the Common Area and improvements thereon, if any (ii) all lighting and irrigation facilities and equipment, if any, located within the Common Area or located within any utility easement or landscape easement as shown on the Plat and serving only the Common Area, (iii) and all utility lines, facilities and equipment located within the Common Area or located within any utility easement or landscape easement as shown on the Plat and serving the entire Property, if such utility lines, facilities and equipment are not maintained by a public authority, public service district, public or private utility or other person. The Association shall not be liable for injury or damage to any person or property caused by the Common Area elements or by any Owner or any other person. No diminution or abatement of assessments for any Owner shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

(b) In the event that the Association determines that: (i) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder, or (ii) that the need for maintenance,

cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests or invitees, then in either event, Developer or the Association, except in the event of an emergency situation, shall give such Owner written notice of Developer's or the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have ten (10) calendar days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said ten (10) calendar day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, Developer or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot are subject and shall be collected as provided for herein for the collection of assessments. In the event that Developer undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse Developer for Developer's costs and expenses.

ARTICLE VI. INSURANCE AND CASUALTY LOSSES

6.1 Insurance.

(a) The Board or its duly authorized agents shall have the authority to and may obtain adequate property insurance upon the Common Area, in such form as the Board deems appropriate for the benefit of the Association insuring all insurable improvements against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board or its duly authorized agents shall have the authority to and may obtain a public liability policy covering all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents, and if available, at reasonable cost (in the sole discretion of the Board), a blanket fidelity bond or employee's dishonesty coverage for all officers, directors, employees and agents of the Association and all other persons handling or responsible for funds of the Association. Such public liability policy and bond shall provide such coverages as are determined to be necessary by the Board.

(c) The Board or its duly authorized agents shall have the authority to and may obtain (i) workers compensation insurance to the extent necessary to comply with any applicable laws, and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Association as trustee for each of the Owners and the costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Common Area shall be vested in the Board.

6.2 Damage or Destruction to Improvements. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Area, the Board or its duly authorized agent shall proceed with filing an adjustment of all claims arising under such insurance, and, in any such event, the

Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. The Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all Owners, subject to a vote pursuant to Section 8.6 hereof, such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association.

6.3 Mortgagee Rights. The rights of the Board and of the Association to adjust losses under any properly insurance policies insuring improvements constructed on any of the Common Area and to apply proceeds therefrom for the restoration and repair of such improvements shall be subject to the rights of any first priority Mortgagee of the Common Area to adjust losses, receive insurance proceeds and, at such Mortgagee's option, to apply such proceeds to the secured indebtedness owing to such Mortgagee or to the restoration and repair of improvements under such conditions and safeguards as such Mortgagee may deem appropriate.

ARTICLE VII. ADMINISTRATION

7.1 Control of Association. Except to the extent otherwise required by the provisions of the South Carolina Code relating to nonprofit corporations, this Declaration, the By-Laws or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Owners. Developer shall have the right to appoint and remove all members of the Board and any officer or officers of the Association until such time as the first of the following events shall occur: (i) the date as of which the last Lot in the Property shall have been conveyed to a Person other than Developer or a Builder, or (ii) the surrender by Developer of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded by Developer. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Developer such authority to appoint and remove directors and officers of the Association as provided by this Section 7.1 and Section 12.1 below.

7.2 Duties and Powers. The duties and powers of the Association shall be those set forth in the provisions of the South Carolina Code relating to nonprofit corporations, this Declaration, the By-Laws and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association, provided, however, that if there are conflicts or inconsistencies between the South Carolina Code, this Declaration, the Articles of Incorporation and the By-Laws, in that order, shall prevail, and each Owner of a Lot, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

7.3 Rules and Regulations. The Association, through its Board, may make and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

ARTICLE VIII. ASSESSMENTS

8.1 Purposes of Assessments. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Property, including but not limited to management fees, administration expenses, utility charges, insurance premiums, maintenance, landscaping and repair costs, and establishment of reserve funds, all as may be more specifically authorized from time to time by the Board.

8.2 Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot, including the Developer, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments, such assessments to be established and collected as provided in Section 8.5 hereof, and (b) special assessments, such assessments to be established and collected as provided in Section 8.4 hereof, and (c) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot in accordance with Article XI hereof. Any such assessments, together with late charges, simple interest at the rate of twelve percent (12%) per annum, and court costs and attorney's fees incurred to enforce or collect such assessments, shall be an equitable charge and a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, court costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors-in-title unless expressly assumed by them. Assessments shall be paid in such manner and on such dates as may be fixed by the Board.

8.3 Initiation Fee. Every person who purchases a Lot in the Property shall pay to the Association a non-refundable initiation fee in the amount of \$100.00 at the time of closing on the Lot. Said initiation fee shall be used by the Association in such manner as the Board sees fit in its sole discretion, including but not limited to payment of Common Expenses or establishing capital reserves.

8.4 Village Common Area Dues. SBDC shall be initially responsible for the maintenance of all Village Common Areas. Because Owners and the Lots within the Property will benefit from the Village Common Areas, the Association hereby agrees to pay to SBDC a contribution towards the maintenance of the Village Common Areas, or reserves therefore, in the amount assessed by SBDC not to exceed the amount set forth below. Accordingly, the annual budget for the Association shall contain a line item for the amounts to be owed to SBDC for maintenance of the Village Common Area, or reserves therefore. For fiscal year 2008, the amount owed by the Association to the SBDC for maintenance of the Village Common Area, or reserves therefore, shall not exceed \$250 per year per Lot within the Property. For subsequent years, the amounts assessed against the Association by SBDC for maintenance of the Village Common Area, or reserves therefore, may increase no more than the percentage increase (but not any decrease) in the most recently available annualized numerical index known as "United States Bureau of Labor Statistics, Consumer Price Index, for all urban consumers (1982-84=100)" (the CPI)" multiplied by \$250. SBDC may assign its obligation to maintain the Village Common Area and its right to receive payment under this section to another entity or a property owners' association by filing an instrument evidencing such assignment with the Aiken County RMC Office.

8.5 Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior the Association's fiscal year end to prepare a budget covering the estimated Common Expenses during the coming year and shall include an assessment with respect to dues owing to the SBDC pursuant to Section 8.4 of this Declaration, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The Board shall cause the budget and the proposed total of the annual assessments to be levied against Lots for the following year to be delivered to each Owner at least fifteen (15) days prior to the annual meeting. The total annual assessments shall be assessed equally among the Lots (i.e. the annual assessment with respect to each Lot shall equal the total annual assessment divided by the total number of Lots). The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Developer, for so long as Developer has the authority to appoint and remove directors and officers of the Association, or (ii) a majority of the votes of all Owners of the Lots in the Property. In the event that proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 8.6 hereof. For 2008, the annual assessment for Common Expenses shall be \$125, in addition to the \$250 assessment set forth in Section 8.4.

8.6 Special Assessments. In addition to the annual assessments authorized above, the Association, acting through the Board may levy, in any assessment year, special assessments for Common Expenses or capital improvements, applicable to that year only, provided that except as otherwise permitted in Section 6.2 hereof, any such assessment shall be approved by (i) Developer, for so long as Developer maintains its Class B Membership as contemplated by Section 4.2 of this Declaration, and (ii) after Developer loses its Class B Membership as contemplated by Section 4.2 of this Declaration, two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 8.8 hereof. The Board may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments shall be assessed equally among the Lots (i.e. the annual assessment with respect to each Lot shall equal the total annual assessment divided by the total number of Lots).

8.7 Individual Assessments. Any expenses of the Association occasioned solely by the conduct of less than all of the Owners may be specifically assessed against such Owners and their respective Lots. The individual assessments provided for in this Section 8.7 shall be levied by the Board and the amount and due date of such assessment shall be as specified by the Board.

8.8 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under Sections 8.5 and 8.6 hereof, shall be sent to all Owners not less than fifteen (15) days or more than forty-five (45) days prior to the date of such meeting. A quorum of Owners for any meeting shall be deemed present throughout such meeting if Owners represented in person or by proxy and holding more than fifty percent (50%) of the votes entitled to be cast at such meeting are present at the beginning of such meeting. If the required quorum is not present at any such meeting, a second meeting may be called by the Board, notice of which shall be given in accordance with the provisions above. The required quorum at such second meeting shall be thirty percent (30%) of the votes entitled to be cast at such meeting. No such second meeting shall be held more than sixty (60) days following the first meeting.

8.9 Liens. All sums assessed against any Lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association. Such lien shall be superior

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to all other liens and encumbrances on such Lot except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first priority Mortgage or on any Mortgage to Developer, or its affiliates, successors or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Sale or transfer of a Lot shall not affect the continuing encumbrance of the assessment lien. Notwithstanding the foregoing to the contrary, the subordination of the assessment lien to the lien of the first priority Mortgage shall only apply to such assessments which have become due and payable prior to a foreclosure. Any Mortgagee who acquires title to a Lot by foreclosure shall be liable for assessments thereafter becoming due. All other persons acquiring liens or encumbrances on any Lot shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

8.10 Effect of Nonpayment: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of twelve percent (12%) per annum. A lien and equitable charge as herein provided for each assessment shall attach simultaneous as the same shall become due and payable, and if an assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such assessment shall include the late charge established by the Board, interest on the principal amount due at the rate of twelve percent (12%) per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association and its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of his Lot or by renunciation of membership in the Association, and all Owners shall remain personally liable for assessment, interest and late charges which accrue prior to a sale, transfer or other conveyance of their Lots to a subsequent Owner.

8.11 Certificate. The Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Board, furnish to any Owner, purchaser from such Owner, or such Owner's Mortgagee which requests the same, a certificate in writing signed by the Association or manager setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. Such certificate shall be conclusive evidence of payment of any assessments stated therein to have been paid.

8.12 Date of Commencement of Annual Assessments. The annual assessment provided for herein shall commence as to each Lot on the day on which such Lot is conveyed to a Person other than Developer or a Builder and shall be due and payable in such manner and on such schedule as the Board may provide. Annual assessments and any outstanding special assessments shall be adjusted for each Lot according to the number of months then remaining in the then fiscal year of the Association.

8.13 Additional Service Areas. The Developer contemplates the establishment of certain sections within the Property ("Additional Service Areas") wherein ancillary services will be provided by the Association to portions of buildings and/or grounds ("Ancillary Services"). In such event, the Owners of Lots in such Additional Service Areas will be solely responsible for the payment of costs incurred by the Association in providing the Ancillary Services. The Owners of the Lots in each separate Additional Service Area will vote separately on a budget prepared by the Board of Directors covering the estimated costs of the Ancillary Services for such Additional Service Area. The costs associated with providing the Ancillary Services to the Additional Service Areas will be separate, and in addition to, the other charges and assessments provided in Sections 8.3 through 8.7 above. The establishment of the Additional Service Areas and all matters relating to the services provided and operation thereof will be provided for in an Amendment to this Declaration adopted under Section 12.2 hereof.

8.14 Annual Statements. The Association shall annually prepare and execute a general itemized statement showing the actual assets and liabilities of the Association and a statement of revenues, costs and expenses at the close of each fiscal year. The Association shall furnish to each Member of the Association and any holder of a first mortgage on any Dwelling who may make request therefor in writing, a copy of such statement within thirty (30) days after receipt of such request. Such copy may be furnished to the Member or mortgage holder either in person, by mail, or electronic mail.

ARTICLE IX. ARCHITECTURAL STANDARDS

No construction, which term shall include within its definition, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements of the Village Code (as that term is defined below) and other requirements of this Article have been fully met, and until the approval of the VARB has been obtained pursuant to Section 9.1 below. The VARB may establish reasonable fees to be charged by the committee for review of applications hereunder and may require such fees to be paid in full prior to review of any application. This Article shall not apply to the activities of the Developer. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the VARB. This Article may not be amended without the Developer's written consent.

9.1 VARB. The VARB shall consist of up to five (5), but not less than two (2), persons. Members of the VARB may include, but are not required to include, architects, professionals, builders or other persons who are not members of the Association. The VARB shall have exclusive jurisdiction over all original construction and all modifications, additions, or alterations made on or to existing Lots or structures containing Lots and the open space appurtenant thereto. The Developer may assign the rights and powers under this Article to the Association, provided, however, there shall be no surrender of this right except in a written instrument in recordable form executed by Developer.

The Board shall promulgate the design and development guidelines and the architectural standards included in the Village Code. The Village Code may provide for different requirements and guidelines for different types of Lots within the Properties and may permit exceptions to be made by VARB for architectural merit. Copies shall be available from the Board. The Village Code may be amended by the Board. It shall make the Village Code and review procedures available to Owners and builders who seek to engage in development of or construction upon any portion of the Properties and such Owners and builders shall conduct their operations strictly in accordance with the Village Code. The VARB shall approve or disapprove plans submitted to it, or shall request additional information

reasonably required by the review procedures within thirty (30) days after submission of the plans to the VARB.

Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of a structure on a Lot, or to paint the interior of a structure any color desired; provided modifications or alterations to the interior of screened porches, patios and similar portions of a structure visible from outside the structure shall require the prior written approval by the VARB.

9.2 Right to Inspect. Any member of the Board, the VARB or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not this Declaration has been or is being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry.

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

9.4 Variance. The VARB may authorize variances from compliance with any of its guidelines and procedures due to circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations. Such variance shall be granted only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) preclude or obligate the VARB from denying or allowing a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

9.5 Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Village Code or the review procedure promulgated by the VARB may be excluded by the Board from the Property without liability to the Association, VARB, or Developer.

9.6 No Liability.

(a) General. Review and approval of any application pursuant to this Declaration is made on the basis of aesthetic considerations only and the VARB shall not bear any responsibility of ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Developer, the Association, the Board, the VARB, nor Members shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

(b) Encroachments. An encroachment of the chimney or ground level steps of any structure on a Lot into a right-of-way of the Common Area or on an easement must be authorized by the VARB. If the encroachment is damaged by work within utility easement areas such damage shall be the responsibility of the Owner and the Owner shall indemnify and hold harmless Developer and the VARB.

ARTICLE X. USE RESTRICTIONS

10.1 Use of Lots. Each Lot shall be used for residential purposes only and no trade or business of any kind may be carried on therein. The use of a portion of a residence as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create a nuisance. The use of a residence or a portion thereof for business meetings, entertainment or the enjoyment or business of the Owner's employees, trustees, agents, clients or customers shall not be considered to be a violation of this covenant if such does not create a regular customer, client or employee traffic or otherwise create a nuisance.

10.2 Antennas. No television antenna, radio receiver, satellite dish or other similar device shall be attached to or installed on any Lot unless smaller than three feet (3') in diameter and either contained entirely within the interior of a building or other structure or shielded from the view of surrounding Owners, Common areas, parks, roadways, walking trails and alleyways. No radio or television signals, nor any other form of electromagnetic radiation, shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Property, provided, however, that Developer and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio or other similar systems within the Property.

10.3 Water Wells. No private water wells or septic tanks may be drilled, dug, or maintained on any Lot. Notwithstanding the foregoing, the Developer, its affiliate, or the Association may drill wells for the purpose of irrigating the Common Area and the Village Common Area.

10.4 Pets. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept by any Owner upon any portion of the Property, provided that generally recognized house pets may be kept in residences, subject to rules and regulations adopted by the Association, through its Board, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Pets shall be under leash at all times when walked or exercised outside of all fenced areas on a Lot.

10.5 Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot and each Owner, his/her family, tenants, guests, invitees, servants and agents shall refrain from any act of use of a Lot which could cause disorderly, unsightly or unkempt conditions, or which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used or placed within the Property or on any Lot.

10.6 Motor Vehicles, Trailers, Boats, Etc. All automobiles owned or used by Owners or other than temporary guests and visitors shall be parked in the garage or driveway associated with a Lot. No vehicles may be parked on any Common Area temporarily or permanently without the consent of the Developer or the Association. The Board shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot of any motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart or any other related forms or transportation devices. All of these devices shall be stored in an enclosed garage or other place not visible from Common Areas, other Lots, walking trails, roadways, and alleyways.

10.7 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Developer, any Builder and their respective agents, employees, successors and assigns to maintain and carry on within the Property such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots or the installation and operation of sales and construction trailers and offices, signs and model residences. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences as model residences, and to use any residence as an office for the sale of Lots and for related activities.

10.8 Fences. No fence or wall of any kind shall be erected, maintained or altered on any Lot by any Owner, other than Developer, without the prior written approval of the VARB.

10.9 Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the VARB's prior written approval of plans and specifications thereof, be installed, altered or maintained on any Lot, or on any portion of a Structure or motor vehicle visible from the exterior thereof except:

- (i) such signs as may be required by legal proceedings;
- (ii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the VARB;
- (iii) such signs as are used to identify and advertise the Property; and
- (iv) a sign indicating the Builder of the residence on the Lot.

(b) Following the consummation of the sale or lease of any structure, the Builder sign shall be removed immediately.

10.10 Mailboxes. No mailboxes shall be installed, altered or maintained on any Lot, or on any portion of a Structure, unless they conform to VARB requirements.

10.11 Garage Sales. All garage sales shall be conducted in accordance with applicable law and such rules and regulations as the Board may establish from time to time concerning same.

10.12 Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, above-ground storage tanks, mechanical equipment including, without limitation, electrical meters, gas meters and air conditioning compressors, and other similar items on Lots shall be located or screened so as to be concealed from view of adjacent streets.

10.13 Exterior Structures. No artificial vegetation, exterior sculptures, fountains or similar items shall be constructed, placed or maintained on any Lot without the prior written approval of the VARB, except as such structures are not visible from the Common Areas, parks, other lots, walking trails, roadways, or alleyways of the Village.

10.14 Construction of Improvements. Construction of all Dwelling Units on a Lot shall be completed within twelve (12) months of the commencement date of said construction unless the Developer has contractually waived this Owner obligation in writing. If any Dwelling Unit is not

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completed within twelve (12) months of the commencement date of said construction, the Association, its employees and agents, shall have the right, but not the obligation to enter upon said Lot and to take such action as is necessary to complete construction of such Dwelling Unit, with the costs thereof being assessed against the Owner of such Lot. Such Owner shall be personally liable to the Association for the direct and indirect costs of completion of said Dwelling Unit, and the liability for such costs shall constitute an equitable charge and continuing lien upon the Lot enforceable by the Association in the same manner as other liens for the improvement of real property or by any other appropriate proceeding in law or in equity. The Association shall give notice to the Owner of such Lot prior to commencing any work and the provisions thereof shall be applicable with respect to the foregoing.

10.15 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the more restrictive provision shall govern and control.

10.16 Lot Boundaries. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Association during any period in which Developer retains the right to appoint and remove any directors and officers of the Association. Developer, however, hereby expressly reserves the right to combine or subdivide any Lot or Lots owned by Developer. Any such division, boundary line change, or replatting shall not be in violation of the applicable property and zoning regulations.

10.17 Tree Removal. No trees with a measure of over six inch (6") caliper or greater shall be removed, except for safety reasons, unless approved in accordance with Article XI of this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the committee having jurisdiction, to replace the removed tree with one (1) or more trees of such size and number, and in such locations, as the VARB may determine in its sole discretion.

10.18 Right to Repurchase. Each Owner hereby acknowledges and agrees that when any undeveloped Lot (i.e. a Lot without a Dwelling Unit) is offered for sale to an unrelated third party by an Owner or successors-in-title to the Owner, the Developer shall have the option to purchase such property at the price and on the terms of any bona fide offer for such property made in writing to the Owner at such time and submitted to the Developer for verification. The Developer shall have fifteen (15) days after presentation of such offer to the Developer to exercise this purchase option. If the Developer declines to exercise this option, it shall execute a waiver of repurchase option, said waiver to be an instrument prepared by the Developer, its successors or assigns, which shall also be executed by the Owner and prospective purchaser and be in recordable form.

ARTICLE XI. ENFORCEMENT

11.1 Enforcement. Each Owner shall comply strictly with this Declaration, the By-Laws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and in the deed or other instrument of conveyance to his Lot, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or for instituting an action to recover sums due, for damages and/or for injunctive relief, such actions to be maintainable by Developer, the Board, or in a proper case, by an aggrieved Owner. Should Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws and the rules and regulations of the Association are essential for the effectuation of the

general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any branch thereof may not adequately be compensated by recovery of damages and that Developer, the Association or an aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation of bread. No delay, failure or omission on the part of Developer, the Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the By-Laws or any rules and regulations of the Association, however long continued.

11.2 Self-Help. In addition to any other remedies provided for herein, the Developer and the Association or its duly authorized agents shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any erection, thing, structure, or condition which violates this Declaration, the By-Laws, or the Village Code. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorneys' fees, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

ARTICLE XII. GENERAL PROVISIONS

12.1 Control by Developer. NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION OR IN THE BY-LAWS OF THE ASSOCIATION, Developer shall have the right to appoint and remove all members of the Board of the Association as provided by and for the term set forth in Section 7.1 hereof. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Developer shall have the authority to appoint and remove directors and officers of the Association in accordance, with the foregoing provisions of this Section 12.1 and the provisions of Section 7.1. Upon the expiration of Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 7.1 and this Section 12.1, such right shall pass to the Owners, including Developer if Developer then owns one or more Lots, and a special meeting of the Association shall be called within reasonable time thereafter. At such special meeting the Owners shall elect a new Board which shall undertake the responsibilities of the Board, and Developer shall deliver all books, accounts and records, if any, which Developer has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Developer has in its possession.

12.2 Amendments by Developer. During any period in which Developer retains the right to appoint and remove any directors and officers of the Association, Developer may unilaterally amend this Declaration by an instrument in writing filed and recorded in the records of the Office of the Register of Mesne Conveyances for Aiken County, South Carolina, without the approval of any Owner or mortgagee, provided, however, that (i) in the event that such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by the Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Any amendment made pursuant to this Section 12.2 shall be certified by Developer as having been duly approved by Developer, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance

of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 12.2 and further agrees that, if requested to do so by Developer, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Property (A) if such amendment is necessary to bring any provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (B) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, (C) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such improvements subject to this Declaration, or (D) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots or other improvements subject to this Declaration.

12.3 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 12.2 hereof, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

(b) At such meeting, a resolution adopting the proposed amendment may be proposed by either the Board or by members of the Association. Such amendment must be approved by Owners holding at least two-thirds (2/3) of the total votes in the Association, provided, however, (i) that any amendment which materially and adversely affects the interest of any Mortgagee must be approved by such Mortgagee, and (ii) during any period in which Developer owns a Lot primarily for the purpose of sale, such amendment is subject to approval by Developer.

(c) The agreement of the required percentage of the Owners and, where required, Developer and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association which sworn statements shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

12.4 Duration. The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect for a period of forty (40) years from and after the date of the recording of this Declaration, provided that rights and easements which are stated herein to have a longer duration shall have such longer duration. This Declaration may be renewed for an unlimited number of successive ten (10) year periods.

12.5 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of U.S. President George W. Bush.

12.6 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Developer or the Board will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect

notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for the record in the records of the Registrar of Mesne Conveyances for Aiken, South Carolina. The captions of each Article and Section hereof as to the contents of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of South Carolina.

12.7 Security and promotional services. The Association has the right, but not the obligation, to provide security services to all portions of the Property. Said services include, but are not limited to, the employment of security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Property, and assistance in the apprehension and prosecution of persons who violate the laws of South Carolina within the Property. In addition, the Association may engage in any advertising or promotional services it deems necessary.

12.8 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

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

12.10 Rights of Third Parties. This Declaration shall be recorded for the benefit of Developer, the Owners and their Mortgagees as herein provided, and by such recording no adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or in the operation or continuation thereof or in the enforcement of any of the provisions hereof and subject to the rights of Developer and Mortgagees as herein provided, the Owners all have the right to extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining Owner or third party.

12.11 No Trespass. Whenever the Association, Developer, the VARB, and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Property, the entering thereon and the taking of such action shall not be deemed to be a trespass.

12.12 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the address of such Owner's respective Lots. Notices sent by United States Mail shall be deemed effective on the third day after mailing. Notices delivered in person shall be effective on the date of delivery. All notices to the Association shall be delivered or sent in care of Developer at 1419 Silver Bluff Road, Aiken, SC 29803, or to such other address as the Association may from time to time notify the Owners. All notices to Developer shall be delivered or sent to Developer at the above address or to such other address as Developer may from time to time notify the Association. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

12.13 No Liability. Developer has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Developer shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Developer shall have no such liability.

12.14 Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property, except that no such agreements shall be binding as to the Developer without the written consent of the Developer.

12.15 Variances. Notwithstanding anything to the contrary contained herein the Board, and Developer for so long as Developer has the right to appoint and remove all members of the Board of the Association and any officer or officers of the Association as set forth in Section 7.1 hereof, shall be authorized to grant individual variances from any of the provisions of this Declaration or the By-Laws, except the provisions of Article VIII of the Declaration regarding assessments, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Property.

12.16 Dispute Resolution.

(a) Owner, the Association, the Developer, SBDC, and their heirs, executors, successors or assigns (the "Parties") agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes among the Parties arising out of or in any way relating to this Declaration or the Property including any claim among the parties based on or arising from an alleged tort (the "Claim"), without the emotional and financial costs of litigation. Accordingly, each Party agrees not to file suit in any court with respect to a Claim and to resolve such Claim in accordance with the procedure set forth below.

(b) Negotiation. The Parties shall first make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the notice, the Board may appoint a representative to assist the parties in negotiate

(c) Mediation. If the Parties have not resolved the Claim through negotiation within 30 days of the date of the receipt of written notice thereof (or within such other period as the parties may agree upon), each Party shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Aiken, South Carolina area. If the Parties do not settle the Claim, within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an

impasse and the date that mediation was terminated. Each Party shall thereafter be entitled to initiate arbitration proceedings on the Claim, as provided in section (c) below.

(d) Arbitration. Any controversy or Claim between or among the Parties not resolved through sections (b) and (c) above shall be determined by binding arbitration in Aiken, South Carolina in accordance with the Federal Arbitration Act (or if not applicable, the applicable state law), and the rules of practice and procedure for the arbitration of commercial disputes of the American Arbitration Association, or any successor thereto. Judgment upon any arbitration award may be entered in any court having jurisdiction. Any Party may bring an action, including a summary or expedited proceeding, to compel arbitration of any Claim to which this Declaration applies in any court having jurisdiction over such action. Nothing in this arbitration provision shall be deemed to limit the applicability of any otherwise applicable statutes of limitation or repose and any waivers contained in this Declaration.

12.17 Security. NOTWITHSTANDING ANY PRIVACY WALL AND/OR FENCE SERVING THE PROPERTY, DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE EFFICACY OF SUCH STRUCTURES FROM A SAFETY OR SECURITY STANDPOINT. EACH OWNER, OCCUPANT, GUEST OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DEVELOPER IS NOT AN INSURER AND THAT EACH OWNER, OCCUPANT, GUEST AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer has executed this instrument under seal as of the day and year first above written.

J. D. Curry
Witness
Liana M. Peters
Witness

WOODSIDE VILLAGE RESIDENTIAL, LLC, a South Carolina limited liability company (Seal)

By: WSC-SC, LLC, a South Carolina limited liability company, its Manager

By: R. B. Steele, Jr.
Richard B. Steele, Jr.
As Chairman, Board of Managers

State of South Carolina
County of Aiken)

Acknowledgment

I, Diana M. Peters, a notary public for the State and County aforesaid, do hereby certify that Richard B. Steele, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 18th day of March, 2008.

Liana M. Peters

Notary Public
My Commission Expires: My Commission Expires
 September 17, 2012

(Notarial Seal)

J.P. Cunningham
Witness

Lliana M. Peters
Witness

WOODSIDE VILLAGE NEIGHBORHOOD ASSOCIATION, INC, a South Carolina non-profit corporation (Seal)

By: R. Steele

Print Name: Richard B. Steele

As its: President

State of South Carolina)
County of Aiken)

Acknowledgment

I, Diana M. Peters, a notary public for the State and County aforesaid, do hereby certify that Richard B. Steele personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 18th day of March, 2008.

Lliana M. Peters

Notary Public

(Notarial Seal)

My Commission Expires: _____ Commission Expires
September 17, 2012

Exhibit A

The Village at Woodside Residential Tract

All that certain tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, designated as "Tract "A" 21.84 Acres", more or less, on that Plat of Tract "A", prepared for Silver Bluff Development Company, LLC, et al. by Southern Partners, Inc., dated August 28, 2007, last revised October 10, 2007, and recorded in the Aiken County RMC Office on November 9, 2007, in Plat Book 53, page 296; reference being made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

This being a portion of the property conveyed to Woodside Village Residential, LLC by General Warranty Deed of Silver Bluff Development Company, LLC recorded in the Aiken County RMC Office on November 9, 2007, in Record Book 4172, page 346.

TMP Number: portion of 107-13-01-001 and portion of 107-14-11-001.

Exhibit B

(Lender's Consent and Subordination)

Southern Bank & Trust Company ("Lender"), owner and holder of a note secured by that certain Mortgage ("Mortgage") from Woodside Village Residential, LLC, a South Carolina limited liability company, the original principal amount of \$2,224,893.00, dated December 14, 2007, and recorded in the Aiken County RMC Office in Record Book 4179 at Page 827, hereby agrees that is has consented to the terms and provisions of this Declaration; that any subsequent foreclosure of the Mortgage on the property described therein shall not extinguish this Declaration but shall merely vest in Lender the rights and duties set forth herein, provided, however, that should Lender acquire title to the property secured by the Mortgage, any liability Lender shall have for the duties set forth in the Declaration shall be non-recourse except to the extent of its interest in such property and that all present and future owners of any of the property described in the Declaration shall be entitled to the full rights and easements to the extent the same are granted herein. The Mortgage is hereby subordinated to this Declaration.

IN WITNESS WHEREOF, the undersigned has duly executed these presents as of the 20th day of March, 2008.

[Signature]
Witness
[Signature]
Witness

Southern Bank & Trust Company
By: [Signature]
Print Name: JASON DAVIS
As its: VP Construction

State of South Carolina)
County of Aiken)

Acknowledgment

I, Robin Kennedy, a notary public for South Carolina, do hereby certify that Jason Davis personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 20th day of March, 2008.

Robin Kennedy
Notary Public
My Commission Expires: 5/23/16

(Notarial Seal)

Rec. # 1500
Ret. LE Simons

2009008743
AMENDED COVENANTS
RECORDING FEES \$15.00
PRESENTED & RECORDED:
04-06-2009 11:20 AM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
By: JULIE STUTTS DEPUTY
BK:RB 4249
PG:1433-1441

Space above this line for recorder's use

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT

[COTTAGE CLOSE SERVICE AREA]

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT (this "Amendment") is made this 3rd day of April, 2009, by WOODSIDE VILLAGE RESIDENTIAL, LLC, a South Carolina limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer imposed certain covenants, conditions, restrictions and easements on property described in that Declaration of Covenants, Conditions, Restrictions and Easements for the Woodside Village Residential Tract dated March 18, 2008, and recorded in the Aiken County RMC Office on March 20, 2008, in Record Book 4193, pages 2435-2460 (the "Declaration");

WHEREAS, Developer has the right to unilaterally amend the Declaration pursuant to authority vested in it by Section 12.2 of the Declaration; and

WHEREAS, as permitted by Section 8.13 of the Declaration, Developer desires to create an Additional Service Area and impose additional covenants, conditions, restrictions and easements on the property described in Exhibit "A" attached hereto (the "Cottage Close Property"), which Cottage Close Property is already subject to the Declaration.

NOW, THEREFORE, Developer does hereby amend the Declaration and declares that the Cottage Close Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in this Amendment. This Amendment shall encumber and affect the Cottage Close Property only and shall have no effect on any other property lying outside of the Cottage Close Property.

ARTICLE I
DEFINITIONS

1.1. Definitions. The following capitalized terms shall have the foregoing meanings for purposes of this Amendment. Any capitalized term used in this Amendment and not otherwise defined in this Amendment shall have the meaning given to such term in the Declaration.

“Cottage Close Assessments” means the pro-rata share of the Cottage Close Common Expenses of a Cottage Close Owner, assessed against said Cottage Close Owner and said Cottage Close Lot pursuant to the Cottage Close Budget made pursuant to this Amendment.

“Cottage Close Budget” means the budget adopted pursuant to this Amendment for the maintenance of the Cottage Close Service Area.

“Cottage Close Common Areas(s)” shall mean all portions of the Cottage Close Property except for Cottage Close Lots and Cottage Close Limited Common Areas. The Cottage Close Common Area is owned by Developer but shall be deeded to the Association upon completion of development of the Cottage Close Property. Subject to the provisions contained herein, all Cottage Close Owners shall be entitled to access the Cottage Close Common Area.

“Cottage Close Common Expenses” means and includes (a) all expenses incident to the administration, maintenance, repair and replacement of the Cottage Close Service Area; (b) expenses determined by the Association to be common expenses and which are lawfully assessed against the individual Cottage Close Lot; (c) costs of electricity for sprinkler controls, costs for water service and other similar type services for the Cottage Close Service Area; (d) taxes and insurance on the Cottage Close Service Area; (e) ground maintenance cost for the Cottage Close Service Area, including cost of upkeep and expense for any and all future recreational facilities or common amenities (i.e., gazebos, fire pits, fencing, picnic areas, etc.); (f) a management fee, if any, for the administration of the Association with respect to the Cottage Close Service Area; and (g) any special assessments for capital improvements, as hereinafter described.

“Cottage Close Limited Common Area(s)” means the parking area, sidewalk and driveway between any Cottage Close Lot and the roadways of the Cottage Close Property and those areas, if any, which are designated on the Cottage Close Plat as Cottage Close Limited Common Areas and for which the respective Cottage Close Owner is granted the exclusive use to the exclusion of all others. If so provided on a Cottage Close Plat, certain Cottage Close Limited Common Areas may provide that more than one Cottage Close Owner be entitled to the use of such Cottage Close Limited Common Area. Upon completion of development of the Cottage Close Property, the Cottage Close Limited Common Areas shall be deeded to the Association, subject to this Amendment.

“Cottage Close Lot” shall mean and refer to any improved or unimproved parcel of land intended for the construction of a single-family dwelling as shown on the Cottage Close Plat. It constitutes the area capable of individual ownership by the Cottage Close Owner, and it is the area in which no fee ownership rights are present in any other person except the owner of said Cottage Close Lot, and it is an area capable of mortgaging or conveyance by said Cottage Close Owner in accordance with the terms hereof and in accordance with the laws of the State of South Carolina.

“Cottage Close Owner” means the owner, whether one or more persons, whether artificial or natural, of the fee simple title in and to any Cottage Close Lot, excluding, however, those persons having such interest merely as security for the performance of an obligation.

“Cottage Close Plat” shall refer to that plat described on Exhibit “A” attached to this Amendment. Said plat shows the boundaries of the Cottage Close Property and is the plat being incorporated herein by reference. Because the exact location of any Cottage Close Lot may not be determined prior to the actual construction of the Cottage Close Unit, plats showing the boundaries and dimensions of each Cottage Close Lot and the related Cottage Close Limited Common Areas and Cottage Close Common Areas may be recorded subsequent to the recording of this Amendment. Accordingly, the term “Cottage Close Plat” shall also refer to any plat subsequently recorded by Developer for the purpose of showing the boundaries of Cottage Close Lots, Cottage Close Common Areas and Cottage Close Limited Common Areas within the Cottage Close Property. Each such Plat shall be incorporated into this Amendment without the necessity of further recorded documentation other than the plat itself.

“Cottage Close Property” shall mean the land described on Exhibit “A” attached hereto and all improvements located thereon.

“Cottage Close Service Area” means all Cottage Close Common Areas and Cottage Close Limited Common Areas.

“Cottage Close Unit” shall mean and refer to any home and all porches, decks, patios, railings and stairs attached to such home and situated on a Cottage Close Lot.

ARTICLE II PURPOSE IN GENERAL

2.1 Cottage Close Service Area. Developer desires to create an Additional Service Area known as the Cottage Close Service Area and create additional covenants and easements as necessary for the proper provisioning of such Ancillary Services to the Cottage Close Owners by the Association. Developer intends to convey Cottage Close Lots and the Cottage Close Units constructed thereon to individual Cottage Close Owners. Each Cottage Close Owner shall acquire fee simple absolute title to the respective Cottage Close Lot designated in such deed of conveyance, as more clearly shown on the Cottage Close Plat described in such Cottage Close Owner's deed. The Cottage Close Common Areas and Cottage Close Limited Common Areas shall be deeded to the Association by Developer upon completion of development of the Cottage Close Property or portions thereof. Notwithstanding the foregoing, Developer reserves the right to convey undeveloped Cottage Close Lots.

2.2 Number and Location of Cottage Close Lots. The number of Cottage Close Lots and Cottage Close Units within the Cottage Close Property and their location and configuration shall be determined by Developer.

2.3 Maintenance of Cottage Close Units. It shall be the responsibility of each Cottage Close Owner to maintain and keep in good repair his or her Cottage Close Lot and Cottage Close Unit, including the exterior of such Cottage Close Unit. In the event the Cottage Close Owner does not maintain and keep in good repair and condition his or her Cottage Close Lot and Cottage Close Unit, the Association shall have the rights with respect to any such condition as set forth in Section 5.2 of the Declaration and otherwise as provided in the Declaration.

2.4 Construction of Cottage Close Common Areas. Developer shall be responsible for the initial construction and installation of the improvements upon the Cottage Close Service Area. Developer shall further be responsible for the initial landscaping and installation of irrigation, fencing and other improvements upon the Cottage Close Service Area as may be deemed appropriate by Developer.

2.5 Maintenance of Cottage Close Service Area. The Association shall be responsible for the upkeep, care, repair and maintenance of the Cottage Close Service Area, prior to and after it accepts title thereto.

ARTICLE III
COTTAGE CLOSE SERVICE AREA

3.1 Establishment of Cottage Close Service Area. Developer hereby establishes the Cottage Close Service Area, which is an Additional Service Area as contemplated by Section 8.13 of the Declaration. The Association shall maintain the Cottage Close Service Area in a first-class manner consistent with maintenance of other Village Cottage Close Common Areas.

3.2 Easement for Maintenance of Cottage Close Units. The Association shall have the unfettered right and easement to come upon any individual Cottage Close Lot, Cottage Close Common Areas and Cottage Close Limited Common Areas to carry out its obligations under this Amendment.

3.3 Insurance on Cottage Close Common and Limited Common Areas. The Association shall have the right to contract for all types of insurance for the Cottage Close Service Area, as may be deemed appropriate and to serve as trustee under any insurance trust established for the purpose of holding and disbursing insurance proceeds as the Association may direct.

ARTICLE IV
COTTAGE CLOSE COMMON EXPENSES AND ASSESSMENTS

4.1 Cottage Close Assessment. Each Cottage Close Owner shall pay a Cottage Close Assessment in addition to all other assessments required to be paid by each Owner pursuant to the Declaration. The Cottage Close Assessment shall be considered an assessment under the Declaration in all respects. Accordingly, the Cottage Close Assessment shall constitute a lien, bear interest, late charges, and attorney's fees and otherwise be collectable in the same manner as Common Assessments under the Declaration. The Association shall have all remedies with respect to the collection of Cottage Close Assessments as the Association enjoys with respect to Common Assessments pursuant to the Declaration.

4.2 Cottage Close Budget. The Board shall prepare and deliver a proposed annual Cottage Close Budget to the Cottage Close Owners at the same time and in the same manner as the Board prepares and delivers the proposed annual budget under Section 8.5 of the Declaration. The total annual Cottage Close Assessment shall be assessed equally among the Cottage Close Owners (i.e. the annual Cottage Close Assessment with respect to each Cottage Close Lot shall equal the total annual Cottage Close Assessment divided by the total number of Cottage Close Lots). The Cottage Close Budget and the Cottage Close Annual Assessment shall become effective unless disapproved at the annual meeting by either (i) Developer, for so long as Developer maintains its Class B Membership as contemplated by Section 4.2 of the Declaration, or (ii) a majority of the votes of all Cottage Close Owners in attendance at the meeting, either in person or by proxy. For purposes of voting on the Cottage Close Assessment, a quorum of Cottage Close Owners at such meeting shall be deemed present throughout such meeting if Cottage Close Owners represented in person or by proxy and holding more than fifty percent (50%) of the votes entitled to be cast at such meeting are present at the beginning of such meeting. If the required quorum is not present at any such meeting, no vote shall be taken, and the Cottage Close budget submitted by the Board shall be deemed approved. In the event that the proposed Cottage Close Budget is disapproved or the Board fails for any reason to determine the Cottage Close Budget for the succeeding year, then and until such time as a Cottage Close Budget shall have been determined as provided herein,

the Cottage Close Budget and annual Cottage Close Assessments in effect for the then current year shall continue for the succeeding year. If any Cottage Close Budget at any time proves inadequate for any reason, then the Board may call a meeting of the Cottage Close Owners for the approval of a special assessment as provided below.

4.3 Special Assessments for Cottage Close. In addition to the annual Cottage Close Assessments authorized above, the Association, acting through the Board may levy, in any assessment year, special assessments for Cottage Close Common Expenses or capital improvements, applicable to that year only, provided that such assessment shall be approved by (i) Developer, for so long as Developer maintains its Class B Membership as contemplated by Section 4.2 of the Declaration, and (ii) after Developer loses its Class B Membership as contemplated by Section 4.2 of the Declaration, two-thirds (2/3) of the votes of the Cottage Close Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 8.8 of the Declaration. The Board may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments shall be assessed equally among the Cottage Close Owners (i.e. the special assessment with respect to each Cottage Close Lot shall equal the total special assessment divided by the total number of Cottage Close Lots).

4.4 Payment of Cottage Close Assessment. Once the Cottage Close Budget has been approved, the Association shall advise all Cottage Close Owners, in writing, of the amount of the Cottage Close Assessment payable by each of them, respectively, in the same manner and at the same time as the Association advises the Owners regarding the Common Assessments. Upon approval, the Cottage Close Budget will be divided by the number of Cottage Close Lots to determine the Cottage Close Assessment payable by each Cottage Close Owner to the Association. The Cottage Close Assessment shall be due and payable at the same time and in the same manner as the Common Assessments under the Declaration.

ARTICLE V COTTAGE CLOSE COMMON AREAS AND COTTAGE CLOSE LIMITED COMMON AREAS

5.1 Ownership of Cottage Close Service Area. The Cottage Close Service Area shall be conveyed to the Association by Developer upon completion of the development of the Cottage Close Property. Developer, for so long as it shall own any Cottage Close Lot, Cottage Close Common Area or Cottage Close Limited Common Area, shall have the right to designate portions of the Cottage Close Property as Cottage Close Lots, Cottage Close Common Area, or Cottage Close Limited Common Area. The only areas that will be considered Cottage Close Limited Common Areas are the portions of the Cottage Close Property so described on the Cottage Close Plat, or defined as such in Article I hereof.

ARTICLE VI EASEMENTS

6.1 Easement for Completion. Developer hereby reserves the right of unlimited use of and ingress and egress to and from all Cottage Close Common Areas and Cottage Close Limited Common Areas for the purpose of development of the Cottage Close Property.

6.2 General Easements. Subject to the provisions of the Declaration, this Amendment, and the rules and regulations of the Association, each Cottage Close Owner shall have the right and non-exclusive easement of enjoyment in and to the Cottage Close Common Areas. Every Cottage Close

Owner shall have an exclusive easement of enjoyment in and to the Cottage Close Limited Common Area associated with such Cottage Close Lot, and such easement shall be appurtenant to and shall pass with title to such Cottage Close Lot even though such interest is not expressly mentioned or described in the conveyance or other instrument.

6.3 Access and Utility Easements. Each Cottage Close Owner is hereby granted (i) a non-exclusive easement for the use and maintenance of utilities and for ingress and egress over the Cottage Close Common Areas, and (ii) an exclusive easement for the use and maintenance of utilities and for ingress and egress in and to the Cottage Close Limited Common Areas appurtenant to such Cottage Close Lot.

6.4 Parking Easements. The Cottage Close Owners are hereby granted a general non-exclusive easement to park vehicles on the parking areas, if any, provided within the Cottage Close Common Areas and designated as parking areas on a Cottage Close Plat. Said easement right shall, nevertheless, be limited to any and all restrictions placed thereon by the Association. The use of the Cottage Close Common Areas and Cottage Close Limited Common Areas shall be subject to the rules and regulations of the Association and the covenants contained herein.

6.5 No Termination of Easements. Notwithstanding any provision contained in this Amendment, it is expressly agreed that the above easements are perpetual and shall not be terminated in the event of termination of the Declaration. With respect to easements for utilities as set forth above, no Cottage Close Owner or other person shall exercise any right to install, replace, repair, or maintain any utility service without the prior written consent of the Association.

ARTICLE VII MISCELLANEOUS

7.1. Recitals. The recitals set forth above are incorporated into and made an integral part of this Amendment as if restated herein.

7.2 Existing Declaration. Except as modified, supplemented or changed herein, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated, shall remain in full force and effect, and shall govern the Cottage Close Property.

7.3 Successors and Assigns. The covenants, restrictions and affirmative obligations set forth in this Amendment shall run with the land and shall be binding on all parties and persons claiming by or under them, to include, but not be limited to, the successors and assigns, if any, of Developer or the Association for a period of time as set forth in Section 12.5 of the Declaration. All easements granted in this Amendment shall run with the land and be binding on and inure to the benefit of Developer, the Association, the Cottage Close Owners, and their respective heirs, executors, legal representatives, successors and assigns. Subject to the Declaration and the rules of the Association, the holder of such easements may extend the benefit thereof to such holder's family members and invitees.

7.4 Partial Invalidity. The invalidation by any court of any provision or portion of this Amendment shall in no way effect any of the other provisions or portions, and the remaining portions hereof shall remain in full force and effect.

7.5 Amendments. This Amendment may be amended or modified in accordance with the Declaration.

7.6 Certification of Amendment. Pursuant to Section 12.2 of the Declaration, Developer certifies that this Amendment has been duly approved by Developer and that no approval by Owners or Mortgagees was required.

[EXECUTION ON FOLLOWING PAGE]

This Amendment is executed under seal this 3rd day of April, 2009.

[Signature]
Witness

[Signature]
Witness

WOODSIDE VILLAGE RESIDENTIAL,
LLC, a South Carolina limited liability
company (Seal)

By: WSC-SC, LLC, a South Carolina limited
liability company, its Manager

By: [Signature]

Print Name: Diana M Peters

As its: Vice President

State of South Carolina)
County of Aiken)

Acknowledgment

I, Paulette Carbaugh, a notary public for South Carolina, do hereby
certify that Diana M. Peters personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 3rd day of April, 2009.

[Signature]
Notary Public
My Commission Expires:

(Notarial Seal)

My Commission Expires August 24, 2014

Exhibit "A"

Cottage Close Property

All that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, and being shown on that Record Plat of Cottage Close prepared for Woodside Village Residential, LLC by Tripp Land Surveying, Inc., dated March 6, 2009, last revised March 19, 2009, and recorded in the Aiken County RMC Office on March 27, 2009, in Plat Book 54, page 498. Reference is made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

Portion of Tax Parcel No. 107-13-01-006

2018000561
AMENDED COVENANTS
RECORDING FEES \$12.00
PRESENTED & RECORDED:
01-09-2018 09:37 AM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: QUINLAN BATES DEPUTY
BK: RB 4700
PG: 1375 - 1380

Space above this line for recorder's use

Note to Clerk: please cross reference
this Supplement to the following:
Book 4193, page 2435
Book 2424, page 1433

FIRST SUPPLEMENT TO
FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT

[COTTAGE CLOSE SERVICE AREA]

THIS FIRST SUPPLEMENT TO FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT (this "**Supplement**") is made this 21st day of December, 2017, by WOODSIDE VILLAGE RESIDENTIAL, LLC, a South Carolina limited liability company ("**Developer**").

WITNESSETH:

WHEREAS, Developer imposed certain covenants, conditions, restrictions and easements on property described in that Declaration of Covenants, Conditions, Restrictions and Easements for the Woodside Village Residential Tract dated March 18, 2008, and recorded in the Aiken County RMC Office on March 20, 2008, in Record Book 4193, pages 2435-2460 (the "**Declaration**");

WHEREAS, Developer created the Cottage Close Service Area under the Declaration pursuant to that First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for the Woodside Village Residential Tract [Cottage Close Service Area] dated April 3, 2009, and recorded in said records in Record Book 4249, pages 1433-1441 (the "**Amendment**");

WHEREAS, Developer has the right to unilaterally amend the Declaration pursuant to authority vested in it by Section 12.2 of the Declaration; and

WHEREAS, as permitted by Section 8.13 of the Declaration, Developer desires to expand the Cottage Close Property (as defined in the Amendment) with additional property, which is already subject to the Declaration.

NOW, THEREFORE, Developer does hereby supplement and amend the Amendment by expanding the definition of "Cottage Close Property" to include all property described on Exhibit "A" attached hereto. The Cottage Close Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in the Amendment. This Supplement shall encumber and affect the Cottage Close Property only and shall have no effect on any other property lying outside of the Cottage Close Property.

ARTICLE I DEFINITIONS

1.1. Definitions. Any capitalized term used in this Supplement and not otherwise defined in this Supplement shall have the meaning given to such term in the Amendment.

1.2. Cottage Close Property. As provided above, the term "Cottage Close Property" has been expanded to include all property described on Exhibit "A" to this Supplement. All other definitions in the Amendment that refer to the Cottage Close Property shall automatically refer to the Cottage Close Property as expanded by this Supplement for all purposes without any further action. The intent of this Supplement is that the property described on Exhibit "A" to this Supplement be part of the Cottage Close Property and Cottage Close Service Area as if it had been part of the Cottage Close Property and Cottage Close Service in the Amendment from its inception. Without limiting the generality of the foregoing, the "Cottage Close Plat" shall refer to both plats described on Exhibit "A" attached to this Supplement.

ARTICLE II MISCELLANEOUS

2.1. Recitals. The recitals set forth above are incorporated into and made an integral part of this Supplement as if restated herein.

2.2. Existing Declaration. Except as modified, supplemented or changed herein, or as previously modified, supplemented or changed, the Declaration and Amendment are reaffirmed and restated, shall remain in full force and effect, and shall govern the Cottage Close Property.

2.3. Successors and Assigns. The covenants, restrictions and affirmative obligations set forth in this Supplement shall run with the land and shall be binding on all parties and persons claiming by or under them, to include, but not be limited to, the successors and assigns, if any, of Developer or the Association for a period of time as set forth in Section 12.5 of the Declaration. All easements granted in this Supplement or the Amendment shall run with the land and be binding on and inure to the benefit of Developer, the Association, the Cottage Close Owners, and their respective heirs, executors, legal representatives, successors and assigns. Subject to the Declaration and the rules of the Association, the holder of such easements may extend the benefit thereof to such holder's family members and invitees.

2.4. Partial Invalidity. The invalidation by any court of any provision or portion of this Supplement shall in no way effect any of the other provisions or portions, and the remaining portions hereof shall remain in full force and effect.

2.5 Amendments. This Supplement may be amended or modified in accordance with the Declaration.

2.6 Certification of Amendment. Pursuant to Section 12.2 of the Declaration, Developer certifies that this Supplement has been duly approved by Developer and that no approval by Owners or Mortgagees was required other than set forth in a consent attached to this Supplement.

[EXECUTION ON FOLLOWING PAGE]

This Supplement is executed under seal this 27th day of December, 2017.

Lisa Ellis
Witness

Diana M. Peters
Witness

WOODSIDE VILLAGE RESIDENTIAL,
LLC, a South Carolina limited liability
company (Seal)

By: WSC-SC, LLC, a South Carolina limited
liability company, its Manager

By: [Signature]
Richard B. Steele, Jr.
As Chairman, Board of Managers

State of South Carolina)
County of Aiken)

Acknowledgment

I, Diana M. Peters, a notary public for South Carolina, do hereby
certify that Richard B. Steele, Jr. personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

Witness my hand and official seal this the 27th day of December, 2017.

Diana M. Peters
Notary Public
My Commission Expires:

(Notarial Seal)

Diana M Peters
Notary Public
South Carolina
My Commission Expires 10-2-22

Exhibit "B"

(Consent and Subordination)

The undersigned, an owner of a portion of the Cottage Close Property, hereby consents to the forgoing Supplement and agrees that the portion of the Cottage Close Property owned by the undersigned shall be subject to the Amendment and Supplement in all respects.

IN WITNESS WHEREOF, the undersigned has duly executed these presents as of the 8th day of January 2017. 2018

Janette Perry
Witness

Robert B. Erikson (L.S.)
Robert B. Erikson, Trustee of the Robert B. Erikson Revocable Living Trust dated December 8, 2009, as Amended and Restated on November 2, 2006

Liana M Peters
Witness

State of South Carolina)
County of Aiken)

Acknowledgment

I, Diana M. Peters, a notary public for SC, do hereby certify that Robert B. Erikson, Trustee personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 8th day of January, 2017. 2018

Liana M Peters
Notary Public

(Notarial Seal)

My Commission Expires:

Diana M Peters
Notary Public
South Carolina
My Commission Expires 10-2-22

Exhibit "A"

Cottage Close Property

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, and being shown on that Record Plat of Cottage Close prepared for Woodside Village Residential, LLC by Tripp Land Surveying, Inc., dated March 6, 2009, last revised March 19, 2009, and recorded in the Aiken County RMC Office on March 27, 2009, in Plat Book 54, page 498. Reference is made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

TOGETHER WITH that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, and being shown on that Proposed Buildings Plat of Cottage Close – Phase 2 prepared for Woodside Village Residential, LLC by Tripp Land Surveying, Inc., dated April 10, 2017, and recorded in the Aiken County RMC Office on May 9, 2017, in Plat Book 59, page 945. Reference is made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.


2018013944
 AMENDED COVENANTS
 RECORDING FEES \$11.00
 PRESENTED & RECORDED:
06-14-2018 02:10 PM
JUDITH WARNER
 REGISTER OF MESNE CONVEYANCE
 AIKEN COUNTY, SC
 BY: VIRGINIA DUNN DEPUTY
BK: RB 4725
PG: 1605 - 1609

Space above this line for recorder's use

Note to Clerk: please cross reference
 this Supplement to the following:
 Book 4193, page 2435
 Book 4249, page 1433
 Book 4700, page 1375

SECOND SUPPLEMENT TO
 FIRST AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS
 FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT

[COTTAGE CLOSE SERVICE AREA]

THIS FIRST SUPPLEMENT TO FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT (this "**Supplement**") is made this 16th day of May, 2018, by WOODSIDE VILLAGE RESIDENTIAL, LLC, a South Carolina limited liability company ("**Developer**").

WITNESSETH:

WHEREAS, Developer imposed certain covenants, conditions, restrictions and easements on property described in that Declaration of Covenants, Conditions, Restrictions and Easements for the Woodside Village Residential Tract dated March 18, 2008, and recorded in the Aiken County RMC Office on March 20, 2008, in Record Book 4193, pages 2435-2460 (the "**Declaration**");

WHEREAS, Developer created the Cottage Close Service Area under the Declaration pursuant to that First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for the Woodside Village Residential Tract [Cottage Close Service Area] dated April 3, 2009, and recorded in said records in Record Book 4249, pages 1433-1441, as supplemented by that First Supplement dated December 27, 2017, and recorded in said records in Record Book 4700, page 1375-1380 (the "**Amendment**");

RETURN TO:
 R. E. Hanna, III
 Hull Barrett, PC
 111 Park Avenue, S.W.
 Aiken, SC 29801

WHEREAS, Developer has the right to unilaterally amend the Declaration pursuant to authority vested in it by Section 12.2 of the Declaration;

WHEREAS, as permitted by Section 8.13 of the Declaration, Developer desires to expand the Cottage Close Property (as defined in the Amendment) with additional property, which is already subject to the Declaration; and

WHEREAS, Developer also desires to make other technical amendments to the Declaration.

NOW, THEREFORE, Developer does hereby supplement and amend the Amendment by expanding the definition of "Cottage Close Property" to include all property described on Exhibit "A" attached hereto and by the other terms contained in this Supplement. The Cottage Close Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in the Amendment. This Supplement shall encumber and affect the Cottage Close Property only and shall have no effect on any other property lying outside of the Cottage Close Property.

ARTICLE I DEFINITIONS

Any capitalized term used in this Supplement and not otherwise defined in this Supplement shall have the meaning given to such term in the Amendment. The following terms as used in the Amendment shall be amended as follows:

1.1. "Cottage Close Property." As provided above, the term "Cottage Close Property" has been expanded to include all property described on Exhibit "A" to this Supplement. All other definitions in the Amendment that refer to the Cottage Close Property shall automatically refer to the Cottage Close Property as expanded by this Supplement for all purposes without any further action. The intent of this Supplement is that the property described on Exhibit "A" to this Supplement be part of the Cottage Close Property and Cottage Close Service Area as if it had been part of the Cottage Close Property and Cottage Close Service in the Amendment from its inception. Without limiting the generality of the foregoing, the "Cottage Close Plat" shall refer to all plats described on Exhibit "A" attached to this Supplement.

1.2. "Cottage Close Limited Common Area(s)" mean the portions of the Cottage Close Property lying outside of Cottage Close Lots and consisting of the parking area, sidewalk, driveway, HVAC pad, porch, and patio attached (directly or through other Limited Common Areas) to any Cottage Close Lot and those areas, if any, which are designated on the Cottage Close Plat as Cottage Close Limited Common Areas and for which the respective Cottage Close Owner is granted the exclusive use to the exclusion of all others. If so provided on a Cottage Close Plat or if obvious (*e.g.*, a sidewalk that serves two or more Cottage Close Lots), certain Cottage Close Limited Common Areas may provide that more than one Cottage Close Owner be entitled to the use of such Cottage Close Limited Common Area. Upon completion of development of the Cottage Close Property, the Cottage Close Limited Common Areas shall be deeded to the Association, subject to this Amendment.

ARTICLE II
EASEMENT FOR MINOR ENCROACHMENTS

The following is added as Section 6.6 of the Amendment.

Easement for Minor Encroachments. Developer acknowledges that there may be minor encroachments of Cottage Close Units beyond the footprints of the Cottage Close Lots due to the difficulty of constructing buildings precisely within the property lines. Therefore, each Cottage Close Owner is hereby granted an exclusive and perpetual easement, for the benefit of such owner's Cottage Close Lot, for the use, support, maintenance, repair, and replacement of encroachments of such owner's house improvements onto portions of the Cottage Close Limited Common Area appurtenant to such owner's Cottage Close Lot and the Cottage Close Common Area, to the extent such encroachments lie within ten feet (10') of the respective Cottage Close Lot.

ARTICLE III
MISCELLANEOUS

3.1. Recitals. The recitals set forth above are incorporated into and made an integral part of this Supplement as if restated herein.

3.2. Existing Declaration. Except as modified, supplemented or changed herein, or as previously modified, supplemented or changed, the Declaration and Amendment are reaffirmed and restated, shall remain in full force and effect, and shall govern the Cottage Close Property.

3.3. Successors and Assigns. The covenants, restrictions and affirmative obligations set forth in this Supplement shall run with the land and shall be binding on all parties and persons claiming by or under them, to include, but not be limited to, the successors and assigns, if any, of Developer or the Association for a period of time as set forth in Section 12.5 of the Declaration. All easements granted in this Supplement or the Amendment shall run with the land and be binding on and inure to the benefit of Developer, the Association, the Cottage Close Owners, and their respective heirs, executors, legal representatives, successors and assigns. Subject to the Declaration and the rules of the Association, the holder of such easements may extend the benefit thereof to such holder's family members and invitees.

3.4. Partial Invalidity. The invalidation by any court of any provision or portion of this Supplement shall in no way effect any of the other provisions or portions, and the remaining portions hereof shall remain in full force and effect.

3.5. Amendments. This Supplement may be amended or modified in accordance with the Declaration.

3.6. Certification of Amendment. Pursuant to Section 12.2 of the Declaration, Developer certifies that this Supplement has been duly approved by Developer and that no approval by Owners or Mortgagees was required other than set forth in a consent attached to this Supplement.

[EXECUTION ON FOLLOWING PAGE]

This Supplement is executed under seal this 16th day of May, 2018.

[Signature]
Witness

Diana M Peters
Witness

WOODSIDE VILLAGE RESIDENTIAL,
LLC, a South Carolina limited liability
company (Seal)

By: WSC-SC, LLC, a South Carolina limited
liability company, its Manager

By: [Signature]
Richard B. Steele, Jr.
As Chairman, Board of Managers

State of South Carolina)
County of Aiken)

Acknowledgment

I, Diana M Peters, a notary public for South Carolina, do hereby
certify that Richard B. Steele, Jr. personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

Witness my hand and official seal this the 16th day of May, 2018.

Diana M Peters
Notary Public
My Commission Expires:

(Notarial Seal)

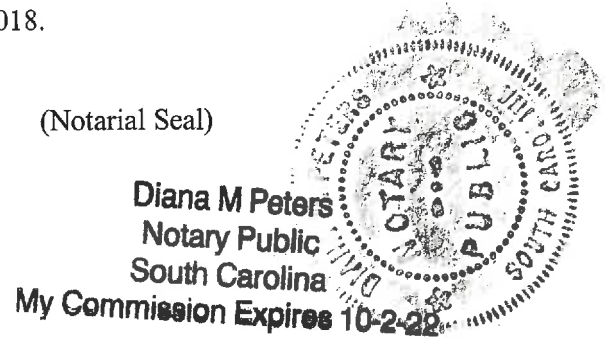


Exhibit "A"

Cottage Close Property

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, and being shown on that Record Plat of Cottage Close prepared for Woodside Village Residential, LLC by Tripp Land Surveying, Inc., dated March 6, 2009, last revised March 19, 2009, and recorded in the Aiken County RMC Office on March 27, 2009, in Plat Book 54, page 498. Reference is made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

TOGETHER WITH that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, and being shown on that Proposed Buildings Plat of Cottage Close – Phase 2 prepared for Woodside Village Residential, LLC by Tripp Land Surveying, Inc., dated April 10, 2017, and recorded in the Aiken County RMC Office on May 9, 2017, in Plat Book 59, page 945. Reference is made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

TOGETHER WITH that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, and containing in the aggregate 0.65 acre, more or less, and being shown on that Proposed Buildings Plat of Cottages (Cottage Square II) prepared for Woodside Village Residential, LLC by Tripp Land Surveying, Inc., dated April 11, 2018, and recorded in the Aiken County RMC Office on June 11, 2018, in Plat Book PL69, page 662. Reference is made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

2019008158
AMENDED COVENANTS
RECORDING FEES \$12.00
PRESENTED & RECORDED:
04-03-2019 02:00 PM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: VIRGINIA DUNN DEPUTY
BK: RB 4770
PG: 2448 - 2453

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Note to Clerk: please cross reference
this Supplement to the following:
Book 4193, page 2435
Book 4249, page 1433
Book 4700, page 1375
Book 4725, Page 1605

THIRD SUPPLEMENT TO
FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT

[COTTAGE CLOSE SERVICE AREA]

THIS THIRD SUPPLEMENT TO FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT (this "Supplement") is made this 5th day of March, 2019, by WOODSIDE VILLAGE RESIDENTIAL, LLC, a South Carolina limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer imposed certain covenants, conditions, restrictions and easements on property described in that Declaration of Covenants, Conditions, Restrictions and Easements for the Woodside Village Residential Tract dated March 18, 2008, and recorded in the Aiken County RMC Office on March 20, 2008, in Record Book 4193, pages 2435-2460 (the "Declaration");

WHEREAS, Developer created the Cottage Close Service Area under the Declaration pursuant to that First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for the Woodside Village Residential Tract [Cottage Close Service Area] dated April 3, 2009, and recorded in said records in Record Book 4249, pages 1433-1441, as supplemented by that First Supplement dated December 27, 2017, and recorded in said records in Record Book 4700, page 1375-1380, as further supplemented by that Second Supplement dated May 16, 2018, and recorded in said records in Record Book 4725, page 1605-1609 (the "Amendment");

WHEREAS, Developer has the right to unilaterally amend the Declaration pursuant to authority vested in it by Section 12.2 of the Declaration;

WHEREAS, as permitted by Section 8.13 of the Declaration, Developer heretofore created and thereafter expanded the Cottage Close Property (as defined in the Amendment);

WHEREAS, as permitted by Section 8.13 of the Declaration, Developer desires to separate the existing Cottage Close Property into two separate Additional Service Areas being known as Cottage Close Area I described on Exhibit "A" attached hereto (the "Cottage Close Area I") and Cottage Close Area II described on Exhibit "B" attached hereto (the "Cottage Close Area II") and impose additional covenants, conditions, restrictions and easements thereon, which Cottage Close Areas I and II which are already subject to the Declaration; and

NOW, THEREFORE, Developer does hereby supplement and amend the Amendment by separating the "Cottage Close Property" into (i) Cottage Close Area I described on Exhibit "A" attached hereto and (ii) Cottage Close Area II described on Exhibit "B" attached hereto. Cottage Close Areas I and II shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in the Amendment. This Supplement shall encumber and affect the Cottage Close Areas I and II only and shall have no effect on any other property lying outside of the Cottage Close Areas I and II.

ARTICLE I
SEPARATION OF SERVICE AREAS

Any capitalized term used in this Supplement and not otherwise defined in this Supplement shall have the meaning given to such term in the Amendment. Any reference in the Amendments to "Cottage Close" shall hereafter be amended to refer to "Cottage Close Area I" or "Cottage Close Area II" as applicable. Consequently, as relates to Cottage Close Area I, all references in the Amendment to "Cottage Close" are hereby deleted in their entirety and the term "Cottage Close Area I" is inserted in lieu thereof. Likewise, as relates to Cottage Close Area II, all references in the Amendment to "Cottage Close" are hereby deleted in their entirety and the term "Cottage Close Area II" is inserted in lieu thereof.

ARTICLE II
MISCELLANEOUS

2.1. Recitals. The recitals set forth above are incorporated into and made an integral part of this Supplement as if restated herein.

2.2. Existing Declaration. Except as modified, supplemented or changed herein, or as previously modified, supplemented or changed, the Declaration and Amendment are reaffirmed and restated, shall remain in full force and effect, and shall govern the Cottage Close Property.

2.3. Successors and Assigns. The covenants, restrictions and affirmative obligations set forth in this Supplement shall run with the land and shall be binding on all parties and persons claiming by or under them, to include, but not be limited to, the successors and assigns, if any, of Developer or the Association for a period of time as set forth in Section 12.5 of the Declaration. All easements granted in this Supplement or the Amendment shall run with the land and be binding on and inure to the benefit of Developer, the Association, the Cottage Close Owners, and their respective heirs, executors, legal

representatives, successors and assigns. Subject to the Declaration and the rules of the Association, the holder of such easements may extend the benefit thereof to such holder’s family members and invitees.

2.4 Partial Invalidity. The invalidation by any court of any provision or portion of this Supplement shall in no way effect any of the other provisions or portions, and the remaining portions hereof shall remain in full force and effect.

2.5 Amendments. This Supplement may be amended or modified in accordance with the Declaration.

2.6 Certification of Amendment. Pursuant to Section 12.2 of the Declaration, Developer certifies that this Supplement has been duly approved by Developer and that no approval by Owners or Mortgagees was required other than set forth in a consent attached to this Supplement.

[EXECUTION ON FOLLOWING PAGE]

This Supplement is executed under seal this 5th day of March, 2019.

[Signature]
Witness

[Signature]
Witness

WOODSIDE VILLAGE RESIDENTIAL,
LLC, a South Carolina limited liability
company (Seal)

By: WSC-SC, LLC, a South Carolina limited
liability company, its Manager

By: [Signature: Diana M. Peters]
Diana M. Peters
As President/Administration

State of South Carolina)
County of Aiken)

Acknowledgment

I, Michelle Gray, a notary public for SC, do hereby
certify that Diana M. Peters personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this the 5th day of March, 2019.

[Signature]
Notary Public
My Commission Expires:

(Notarial Seal)

My Commission Expires July 23rd, 2023

Exhibit "A"

Cottage Close Area I

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, and being shown on that Record Plat of Cottage Close prepared for Woodside Village Residential, LLC by Tripp Land Surveying, Inc., dated March 6, 2009, last revised March 19, 2009, and recorded in the Aiken County RMC Office on March 27, 2009, in Plat Book 54, page 498. Reference is made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

Exhibit "B"

Cottage Close Area II

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, and being shown on that Proposed Buildings Plat of Cottage Close – Phase 2 prepared for Woodside Village Residential, LLC by Tripp Land Surveying, Inc., dated April 10, 2017, and recorded in the Aiken County RMC Office on May 9, 2017, in Plat Book 59, page 945. Reference is made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

TOGETHER WITH ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, and containing in the aggregate 0.65 acre, more or less, and being shown on that Proposed Buildings Plat of Cottages (Cottage Square II) prepared for Woodside Village Residential, LLC by Tripp Land Surveying, Inc., dated April 11, 2018, and recorded in the Aiken County RMC Office on June 11, 2018 in Plat Book 60, Page 662 Reference is made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

Rec. \$15⁰⁰.
Ret: CE SIMONS

2009008744



AMENDED COVENANTS
RECORDING FEES

\$15.00

PRESENTED & RECORDED:
04-06-2009 11:20 AM

JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC

By: JULIE STUTTS DEPUTY

BK:RB 4249

PG:1442-1450

Space above this line for recorder's use

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT

[PARKVIEW WEST TOWNHOMES SERVICE AREA]

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE WOODSIDE VILLAGE
RESIDENTIAL TRACT (this "Amendment") is made this 3rd day of April, 2009, by
WOODSIDE VILLAGE RESIDENTIAL, LLC, a South Carolina limited liability company
("Developer").

WITNESSETH:

WHEREAS, Developer imposed certain covenants, conditions, restrictions and
easements on property described in that Declaration of Covenants, Conditions, Restrictions and
Easements for the Woodside Village Residential Tract dated March 18, 2008, and recorded in the
Aiken County RMC Office on March 20, 2008, in Record Book 4193, pages 2435-2460 (the
"Declaration");

WHEREAS, Developer has the right to unilaterally amend the Declaration pursuant to
authority vested in it by Section 12.2 of the Declaration; and

WHEREAS, as permitted by Section 8.13 of the Declaration, Developer desires to create
an Additional Service Area and impose additional covenants, conditions, restrictions and
easements on the property described in Exhibit "A" attached hereto (the "Parkview West
Townhomes Property"), which Parkview West Townhomes Property is already subject to the
Declaration.

NOW, THEREFORE, Developer does hereby amend the Declaration and declares that
the Parkview West Townhomes Property shall be held, transferred, sold, conveyed, leased,
occupied and used subject to the covenants, restrictions, conditions, easements, charges,
assessments, affirmative obligations and liens set forth in this Amendment. This Amendment
shall encumber and affect the Parkview West Townhomes Property only and shall have no effect

on any other property lying outside of the Parkview West Townhomes Property.

ARTICLE I DEFINITIONS

1.1. Definitions. The following capitalized terms shall have the foregoing meanings for purposes of this Amendment. Any capitalized term used in this Amendment and not otherwise defined in this Amendment shall have the meaning given to such term in the Declaration.

“Parkview West Townhomes Assessments” means the pro-rata share of the Parkview West Townhomes Common Expenses of a Parkview West Townhome Owner, assessed against said Parkview West Townhome Owner and said Parkview West Townhome Lot pursuant to the Parkview West Townhome Budget made pursuant to this Amendment.

“Parkview West Townhomes Budget” means the budget adopted pursuant to this Amendment for the maintenance of the Parkview West Townhomes Service Area.

“Parkview West Townhomes Common Expenses” means and includes (a) all expenses incident to the administration, maintenance, repair and replacement of the Parkview West Townhomes Service Area; (b) expenses determined by the Association to be common expenses and which are lawfully assessed against the individual Parkview West Townhome Lot; (c) costs of electricity for sprinkler controls, costs for water service and other similar type services for the Parkview West Townhomes Service Area; (d) ground maintenance cost for the Parkview West Townhomes Service Area; (e) a management fee, if any, for the administration of the Association with respect to the Parkview West Townhomes Service Area; and (f) any special assessments for capital improvements, as hereinafter described.

“Parkview West Townhome Lot” shall mean and refer to any improved or unimproved parcel of land intended for the construction of a single-family dwelling as shown on the Parkview West Townhomes Plat. It constitutes the area capable of individual ownership by the Parkview West Townhome Owner, and it is the area in which no fee ownership rights are present in any other person except the owner of said Parkview West Townhome Lot, and it is an area capable of mortgaging or conveyance by said Parkview West Townhome Owner in accordance with the terms hereof and in accordance with the laws of the State of South Carolina.

“Parkview West Townhome Owner” means the owner, whether one or more persons, whether artificial or natural, of the fee simple title in and to any Parkview West Townhome Lot, excluding, however, those persons having such interest merely as security for the performance of an obligation.

“Parkview West Townhomes Plat” shall refer to that plat described on Exhibit “A” attached to this Amendment. Said plat shows the boundaries of the Parkview West Townhomes Property and is the plat being incorporated herein by reference. The term “Parkview West Townhome Plat” shall also refer to any plat subsequently recorded by Developer. Each such Plat shall be incorporated into this Amendment without the necessity of further recorded documentation other than the plat itself.

“Parkview West Townhomes Property” shall mean the land described on Exhibit “A” attached hereto and all improvements located thereon.

“Parkview West Townhomes Service Area” means all Parkview West Townhome Yard Areas.

“Parkview West Townhomes Unit” shall mean and refer to any home and all porches, decks, patios, railings and stairs attached to such home and situated on a Parkview West Townhome Lot.

“Parkview West Townhome Yard Area” shall mean that portion of a Parkview West Townhome Lot (a) from Society Hill Drive to the face of the Parkview West Townhomes Unit, (b) from Barrister Lane to a line parallel to Barrister Lane and running along the face of each garage the full width of the lot, and (c) the side yards on Parkview West Townhome Unit Numbers 34 and 6.

ARTICLE II PURPOSE IN GENERAL

2.1 Parkview West Townhomes Service Area. Developer desires to create an Additional Service Area known as the Parkview West Townhomes Service Area and create additional covenants and easements as necessary for the proper provisioning of such Ancillary Services to the Parkview West Townhome Owners by the Association. Developer intends to convey Parkview West Townhome Lots to individual Parkview West Townhome Owners. Each Parkview West Townhome Owner shall acquire fee simple absolute title to the respective Parkview West Townhome Lot designated in such deed of conveyance, as more clearly shown on the Parkview West Townhome Plat described in such Parkview West Townhome Owner's deed. Notwithstanding the foregoing, Developer reserves the right to convey undeveloped Parkview West Townhome Lots.

2.2 Number and Location of Parkview West Townhome Lots. The number of Parkview West Townhome Lots and Parkview West Townhome Units within the Parkview West Townhomes Property and their location and configuration shall be determined by Developer.

2.3 Maintenance of Parkview West Townhomes Units. It shall be the responsibility of each Parkview West Townhome Owner to maintain and keep in good repair his or her Parkview West Townhome Lot and Parkview West Townhome Unit, including the exterior of such Parkview West Townhome Unit (but excluding the Parkview West Townhomes Service Area, for which the Association shall maintain as described below). In the event the Parkview West Townhome Owner does not maintain and keep in good repair and condition his or her Parkview West Townhome Lot and Parkview West Townhome Unit, the Association shall have the rights with respect to any such condition as set forth in Section 5.2 of the Declaration and otherwise as provided in the Declaration.

2.4 Construction of Parkview West Townhome Yard Area. Developer shall be responsible for the initial landscaping and installation of irrigation, fencing and other improvements upon the Parkview West Townhomes Service Area as may be deemed appropriate by Developer.

2.5 Maintenance of Parkview West Townhomes Service Area. The Association shall be responsible for the upkeep, care, repair and maintenance of the Parkview West Townhomes Service Area.

ARTICLE III
PARKVIEW WEST TOWNHOMES SERVICE AREA

3.1 Establishment of Parkview West Townhomes Service Area. Developer hereby establishes the Parkview West Townhomes Service Area, which is an Additional Service Area as contemplated by Section 8.13 of the Declaration. The Association shall maintain the Parkview West Townhomes Service Area in a first-class manner consistent with maintenance of other Village Common Areas.

3.2 Easement for Maintenance of Parkview West Townhome Units. The Association shall have the unfettered right and easement to come upon any individual Parkview West Townhome Yard Area to carry out its obligations under this Amendment.

3.3 Insurance on Parkview West Townhome Yard Areas. The Association shall have the right to contract for all types of insurance for the Parkview West Townhomes Service Area, as may be deemed appropriate and to serve as trustee under any insurance trust established for the purpose of holding and disbursing insurance proceeds as the Association may direct.

ARTICLE IV
PARKVIEW WEST TOWNHOMES EXPENSES AND ASSESSMENTS

4.1 Parkview West Townhome Assessment. Each Parkview West Townhome Owner shall pay a Parkview West Townhome Assessment in addition to all other assessments required to be paid by each Owner pursuant to the Declaration. The Parkview West Townhome Assessment shall be considered an assessment under the Declaration in all respects. Accordingly, the Parkview West Townhome Assessment shall constitute a lien, bear interest, late charges, and attorney's fees and otherwise be collectable in the same manner as Common Assessments under the Declaration. The Association shall have all remedies with respect to the collection of Parkview West Townhome Assessments as the Association enjoys with respect to Common Assessments pursuant to the Declaration

4.2 Parkview West Townhome Budget. The Board shall prepare and deliver a proposed annual Parkview West Townhome Budget to the Parkview West Townhome Owners at the same time and in the same manner as the Board prepares and delivers the proposed annual budget under Section 8.5 of the Declaration. The total annual Parkview West Townhome Assessment shall be assessed equally among the Parkview West Townhome Owners (i.e. the annual Parkview West Townhome Assessment with respect to each Parkview West Townhome Lot shall equal the total annual Parkview West Townhome Assessment divided by the total number of Parkview West Townhome Lots). The Parkview West Townhome Budget and the Parkview West Townhome Assessment shall become effective unless disapproved at the annual meeting by either (i) Developer, for so long as Developer maintains its Class B Membership as contemplated by Section 4.2 of the Declaration, or (ii) a majority of the votes of all Parkview West Townhome Owners in attendance at the meeting, either in person or by proxy. For purposes of voting on the Parkview West Townhomes Assessment, a quorum of Parkview West Townhome Owners at such meeting shall be deemed present throughout such meeting if Parkview West Townhome Owners represented in person or by proxy and holding more than fifty percent (50%) of the votes entitled to be cast at such meeting are present at the beginning of such meeting. If the required quorum is not present at any such meeting, no vote shall be taken, and the

Parkview West Townhome Budget submitted by the Board shall be deemed approved. In the event that the proposed Parkview West Townhome Budget is disapproved or the Board fails for any reason to determine the Parkview West Townhome Budget for the succeeding year, then and until such time as a Parkview West Townhome Budget shall have been determined as provided herein, the Parkview West Townhome Budget and annual Parkview West Townhome Assessments in effect for the then current year shall continue for the succeeding year. If any Parkview West Townhome Budget at any time proves inadequate for any reason, then the Board may call a meeting of the Parkview West Townhome Owners for the approval of a special assessment as provided below.

4.3 Special Assessments for Parkview West Townhomes. In addition to the annual Parkview West Townhome Assessments authorized above, the Association, acting through the Board may levy, in any assessment year, special assessments for Parkview West Townhome Common Expenses or capital improvements, applicable to that year only, provided that such assessment shall be approved by (i) Developer, for so long as Developer maintains its Class B Membership as contemplated by Section 4.2 of the Declaration, and (ii) after Developer loses its Class B Membership as contemplated by Section 4.2 of the Declaration, two-thirds (2/3) of the votes of the Parkview West Townhome Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 8.8 of the Declaration. The Board may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments shall be assessed equally among the Parkview West Townhome Owners (i.e. the special assessment with respect to each Parkview West Townhome Lot shall equal the total special assessment divided by the total number of Parkview West Townhome Lots).

4.4 Payment of Parkview West Townhome Assessment. Once the Parkview West Townhome Budget has been approved, the Association shall advise all Parkview West Townhome Owners, in writing, of the amount of the Parkview West Townhome Assessment payable by each of them, respectively, in the same manner and at the same time as the Association advises the Owners regarding the Common Assessments. Upon approval, the Parkview West Townhome Budget will be divided by the number of Parkview West Townhome Lots to determine the Parkview West Townhome Assessment payable by each Parkview West Townhome Owner to the Association. The Parkview West Townhome Assessment shall be due and payable at the same time and in the same manner as the Common Assessments under the Declaration.

ARTICLE V EASEMENTS

5.1 Easement for Completion. Developer hereby reserves the right of unlimited use of and ingress and egress to and from all Parkview West Townhome Yard Areas for the purpose of development of the Parkview West Townhomes Property.

5.2 No Termination of Easements. Notwithstanding any provision contained in this Amendment, it is expressly agreed that the above easements are perpetual and shall not be terminated in the event of termination of the Declaration.

ARTICLE VI PARTY WALLS

6.1 General Rules of Law to Apply. Each wall which is built as a part of the original

construction of a Parkview West Townhome Unit and placed on the dividing line between two Parkview West Townhome Lots shall constitute a party wall and, to the extent consistent with this Article, the general rules of law governing party walls and liability for property due to negligence or willful acts or omissions shall apply thereto. Each Parkview West Townhome Owner is hereby granted a non-exclusive easement in perpetuity for support of and maintenance of any party wall for such unit located on another Parkview West Townhome Unit.

6.2 Sharing of Maintenance and Repair. The cost of reasonable repair and maintenance of a party wall shall be shared by the Parkview West Townhome Owners who make use of the party wall in proportion to their use thereof.

6.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Parkview West Townhome Owner who has used the wall may restore it, and any other Parkview West Townhome Owner who makes use of the wall shall contribute to the cost of restoration thereof in proportion to such use; provided, however, that if such damage or destruction was caused by the negligent or willful acts or omissions of a particular Parkview West Townhome Owner, such Parkview West Townhome Owner shall be solely liable for the cost of restoration.

ARTICLE VII MISCELLANEOUS

7.1. Recitals. The recitals set forth above are incorporated into and made an integral part of this Amendment as if restated herein.

7.2 Existing Declaration. Except as modified, supplemented or changed herein, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated, shall remain in full force and effect, and shall govern the Parkview West Townhomes Property.

7.3 Successors and Assigns. The covenants, restrictions and affirmative obligations set forth in this Amendment shall run with the land and shall be binding on all parties and persons claiming by or under them, to include, but not be limited to, the successors and assigns, if any, of Developer or the Association for a period of time as set forth in Section 12.5 of the Declaration. All easements granted in this Amendment shall run with the land and be binding on and inure to the benefit of Developer, the Association, the Parkview West Townhome Owners, and their respective heirs, executors, legal representatives, successors and assigns. Subject to the Declaration and the rules of the Association, the holder of such easements may extend the benefit thereof to such holder's family members and invitees.

7.4 Partial Invalidity. The invalidation by any court of any provision or portion of this Amendment shall in no way effect any of the other provisions or portions, and the remaining portions hereof shall remain in full force and effect.

7.5 Amendments. This Amendment may be amended or modified in accordance with the Declaration.

7.6 Certification of Amendment. Pursuant to Section 12.2 of the Declaration, Developer certifies that this Amendment has been duly approved by Developer and that no approval by Owners or Mortgagees was required.

[EXECUTION ON FOLLOWING PAGE]

This Amendment is executed under seal this 3rd day of April, 2009.

Michelle L. J.
Witness

Roulette Carbaugh
Witness

WOODSIDE VILLAGE RESIDENTIAL, LLC, a South Carolina limited liability company (Seal)

By: WSC-SC, LLC, a South Carolina limited liability company, its Manager

By: Liana M. Peters

Print Name: Diana M. Peters

As its: Vice President

State of South Carolina)
County of Aiken)

Acknowledgment

I, Roulette Carbaugh, a notary public for South Carolina, do hereby certify that Diana M. Peters personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 3rd day of April, 2009.

Roulette Carbaugh
Notary Public
My Commission Expires:

(Notarial Seal)

My Commission Expires August 24, 2014

Exhibit "A"

Parkview West Townhomes Property

All that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, and being shown on that Record Plat of Parkview West Townhomes prepared for Woodside Village Residential, LLC by Tripp Land Surveying, Inc., dated February 4, 2009, last revised March 24, 2009, and recorded in the Aiken County RMC Office on March 27, 2009, in Plat Book 54, page 499. Reference is made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

Portion of Tax Parcel No. 107-13-01-006

2009023207

AMENDED COVENANTS
RECORDING FEES \$14.00
PRESENTED & RECORDED:

09-11-2009 02:00 PM

JUDITH WARNER
REGISTER OF DEEDS CONVEYANCE
AIKEN COUNTY, SC
BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4275

PG: 1488 - 1495



Return To:
R.E. Hanna III, Esq.
Hull, Towill, Norman, Barrett & Salley
111 Park Avenue, S.W.
Aiken, SC 29801

Space above this line for recorder's use

THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT
[COURTYARD TOWNHOMES SERVICE AREA]

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR THE WOODSIDE VILLAGE RESIDENTIAL
TRACT (this "Amendment") is made this 11 day of Sept., 2009, by WOODSIDE VILLAGE
RESIDENTIAL, LLC, a South Carolina limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer imposed certain covenants, conditions, restrictions and easements on property described in that Declaration of Covenants, Conditions, Restrictions and Easements for the Woodside Village Residential Tract dated March 18, 2008, and recorded in the Aiken County RMC Office on March 20, 2008, in Record Book 4193, pages 2435-2460 (the "Declaration");

WHEREAS, Developer has the right to unilaterally amend the Declaration pursuant to authority vested in it by Section 12.2 of the Declaration; and

WHEREAS, as permitted by Section 8.13 of the Declaration, Developer desires to create an Additional Service Area and impose additional covenants, conditions, restrictions and easements on the property described in Exhibit "A" attached hereto (the "Courtyard Townhomes Property"), which Courtyard Townhomes Property is already subject to the Declaration.

NOW, THEREFORE, Developer does hereby amend the Declaration and declares that the Courtyard Townhomes Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in this Amendment. This Amendment shall encumber and affect the Courtyard Townhomes Property only and shall have no effect on any other property lying outside of the Courtyard Townhomes Property.

ARTICLE I
DEFINITIONS

1.1. **Definitions.** The following capitalized terms shall have the foregoing meanings for purposes of this Amendment. Any capitalized term used in this Amendment and not otherwise defined in this Amendment shall have the meaning given to such term in the Declaration.

“Courtyard Townhomes Assessment(s)” means the pro-rata share of the Courtyard Townhomes Common Expenses of a Courtyard Townhome Owner, assessed against said Courtyard Townhome Owner and said Courtyard Townhome Lot pursuant to the Courtyard Townhome Budget made pursuant to this Amendment.

“Courtyard Townhomes Budget” means the budget adopted pursuant to this Amendment for the maintenance of the Courtyard Townhomes Service Area.

“Courtyard Townhomes Common Expenses” means and includes (a) all expenses incident to the administration, maintenance, repair and replacement of the Courtyard Townhomes Service Area; (b) expenses determined by the Association to be common expenses and which are lawfully assessed against the individual Courtyard Townhome Lot; (c) costs of electricity for sprinkler controls, costs for water service and other similar type services for the Courtyard Townhomes Service Area; (d) ground maintenance cost for the Courtyard Townhomes Service Area; (e) a management fee, if any, for the administration of the Association with respect to the Courtyard Townhomes Service Area; and (f) any special assessments for capital improvements, as hereinafter described.

“Courtyard Townhome Lot” shall mean and refer to any improved or unimproved parcel of land intended for the construction of a single-family dwelling as shown on the Courtyard Townhomes Plat. It constitutes the area capable of individual ownership by the Courtyard Townhome Owner, and it is the area in which no fee ownership rights are present in any other person except the owner of said Courtyard Townhome Lot, and it is an area capable of mortgaging or conveyance by said Courtyard Townhome Owner in accordance with the terms hereof and in accordance with the laws of the State of South Carolina.

“Courtyard Townhome Owner” means the owner, whether one or more persons, whether artificial or natural, of the fee simple title in and to any Courtyard Townhome Lot, excluding, however, those persons having such interest merely as security for the performance of an obligation.

“Courtyard Townhomes Plat” shall refer to that plat described on Exhibit “A” attached to this Amendment. Said plat shows the boundaries of the Courtyard Townhomes Property and is the plat being incorporated herein by reference. The term “Courtyard Townhomes Plat” shall also refer to any plat subsequently recorded by Developer. Each such Plat shall be incorporated into this Amendment without the necessity of further recorded documentation other than the plat itself.

“Courtyard Townhomes Property” shall mean the land described on Exhibit “A” attached hereto and all improvements located thereon.

“Courtyard Townhomes Service Area” means all Courtyard Townhome Yard Areas.

“Courtyard Townhome Unit” shall mean and refer to any home and all porches, decks, patios, railings and stairs attached to such home and situated on a Courtyard Townhome Lot.

“Courtyard Townhome Yard Area” shall mean that portion of a Courtyard Townhome Lot (a) from Society Hill Drive to the face of the Courtyard Townhomes Unit, (b) from Barrister Lane to a line parallel to Barrister Lane and running along the face of each garage the full width of the lot, and (c) the side yard on Courtyard Townhome Lot Number 10.

ARTICLE II PURPOSE IN GENERAL

2.1 Courtyard Townhomes Service Area. Developer desires to create an Additional Service Area known as the Courtyard Townhomes Service Area and create additional covenants and easements as necessary for the proper provisioning of such Ancillary Services to the Courtyard Townhome Owners by the Association. Developer intends to convey Courtyard Townhome Lots to individual Courtyard Townhome Owners. Each Courtyard Townhome Owner shall acquire fee simple absolute title to the respective Courtyard Townhome Lot designated in such deed of conveyance, as more clearly shown on the Courtyard Townhome Plat described in such Courtyard Townhome Owner's deed. Notwithstanding the foregoing, Developer reserves the right to convey undeveloped Courtyard Townhome Lots.

2.2 Number and Location of Courtyard Townhome Lots. The number of Courtyard Townhome Lots and Courtyard Townhome Units within the Courtyard Townhomes Property and their location and configuration shall be determined by Developer.

2.3 Maintenance of Courtyard Townhomes Units. It shall be the responsibility of each Courtyard Townhome Owner to maintain and keep in good repair his or her Courtyard Townhome Lot and Courtyard Townhome Unit, including the exterior of such Courtyard Townhome Unit (but excluding the Courtyard Townhomes Service Area, for which the Association shall maintain as described below). In the event the Courtyard Townhome Owner does not maintain and keep in good repair and condition his or her Courtyard Townhome Lot and Courtyard Townhome Unit, the Association shall have the rights with respect to any such condition as set forth in Section 5.2 of the Declaration and otherwise as provided in the Declaration.

2.4 Construction of Courtyard Townhome Yard Area. Developer shall be responsible for the initial landscaping and installation of irrigation, fencing and other improvements upon the Courtyard Townhomes Service Area as may be deemed appropriate by Developer.

2.5 Maintenance of Courtyard Townhomes Service Area. The Association shall be responsible for the upkeep, care, repair and maintenance of the Courtyard Townhomes Service Area.

ARTICLE III COURTYARD TOWNHOMES SERVICE AREA

3.1 Establishment of Courtyard Townhomes Service Area. Developer hereby

establishes the Courtyard Townhomes Service Area, which is an Additional Service Area as contemplated by Section 8.13 of the Declaration. The Association shall maintain the Courtyard Townhomes Service Area in a first-class manner consistent with maintenance of other Village Common Areas.

3.2 Easement for Maintenance of Courtyard Townhome Units. The Association shall have the unfettered right and easement to come upon any individual Courtyard Townhome Yard Area to carry out its obligations under this Amendment.

3.3 Insurance on Courtyard Townhome Yard Areas. The Association shall have the right to contract for all types of insurance for the Courtyard Townhomes Service Area, as may be deemed appropriate and to serve as trustee under any insurance trust established for the purpose of holding and disbursing insurance proceeds as the Association may direct.

ARTICLE IV COURTYARD TOWNHOMES EXPENSES AND ASSESSMENTS

4.1 Courtyard Townhomes Assessment. Each Courtyard Townhome Owner shall pay a Courtyard Townhomes Assessment in addition to all other assessments required to be paid by each Owner pursuant to the Declaration. The Courtyard Townhomes Assessment shall be considered an assessment under the Declaration in all respects. Accordingly, the Courtyard Townhomes Assessment shall constitute a lien, bear interest, late charges, and attorney's fees and otherwise be collectable in the same manner as Common Assessments under the Declaration. The Association shall have all remedies with respect to the collection of Courtyard Townhomes Assessments as the Association enjoys with respect to Common Assessments pursuant to the Declaration

4.2 Courtyard Townhomes Budget. The Board shall prepare and deliver a proposed annual Courtyard Townhomes Budget to the Courtyard Townhome Owners at the same time and in the same manner as the Board prepares and delivers the proposed annual budget under Section 8.5 of the Declaration. The total annual Courtyard Townhomes Assessment shall be assessed equally among the Courtyard Townhome Owners (i.e. the annual Courtyard Townhomes Assessment with respect to each Courtyard Townhome Lot shall equal the total annual Courtyard Townhomes Assessment divided by the total number of Courtyard Townhome Lots). The Courtyard Townhomes Budget and the Courtyard Townhomes Assessment shall become effective unless disapproved at the annual meeting by either (i) Developer, for so long as Developer maintains its Class B Membership as contemplated by Section 4.2 of the Declaration, or (ii) a majority of the votes of all Courtyard Townhome Owners in attendance at the meeting, either in person or by proxy. For purposes of voting on the Courtyard Townhomes Assessment, a quorum of Courtyard Townhome Owners at such meeting shall be deemed present throughout such meeting if Courtyard Townhome Owners represented in person or by proxy and holding more than fifty percent (50%) of the votes entitled to be cast at such meeting are present at the beginning of such meeting. If the required quorum is not present at any such meeting, no vote shall be taken, and the Courtyard Townhomes Budget submitted by the Board shall be deemed approved. In the event that the proposed Courtyard Townhomes Budget is disapproved or the Board fails for any reason to determine the Courtyard Townhomes Budget for the succeeding year, then and until such time as a Courtyard Townhomes Budget shall have been determined as provided herein, the Courtyard Townhomes Budget and annual Courtyard Townhomes Assessments in effect for the then current year shall continue for the succeeding year. If any Courtyard Townhomes Budget at any time proves inadequate for any reason, then the Board may

call a meeting of the Courtyard Townhome Owners for the approval of a special assessment as provided below.

4.3 Special Assessments for Courtyard Townhomes. In addition to the annual Courtyard Townhomes Assessments authorized above, the Association, acting through the Board may levy, in any assessment year, special assessments for Courtyard Townhomes Common Expenses or capital improvements, applicable to that year only, provided that such assessment shall be approved by (i) Developer, for so long as Developer maintains its Class B Membership as contemplated by Section 4.2 of the Declaration, and (ii) after Developer loses its Class B Membership as contemplated by Section 4.2 of the Declaration, two-thirds (2/3) of the votes of the Courtyard Townhome Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 8.8 of the Declaration. The Board may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments shall be assessed equally among the Courtyard Townhome Owners (i.e. the special assessment with respect to each Courtyard Townhome Lot shall equal the total special assessment divided by the total number of Courtyard Townhome Lots).

4.4 Payment of Courtyard Townhomes Assessment. Once the Courtyard Townhomes Budget has been approved, the Association shall advise all Courtyard Townhome Owners, in writing, of the amount of the Courtyard Townhomes Assessment payable by each of them, respectively, in the same manner and at the same time as the Association advises the Owners regarding the Common Assessments. Upon approval, the Courtyard Townhomes Budget will be divided by the number of Courtyard Townhome Lots to determine the Courtyard Townhomes Assessment payable by each Courtyard Townhome Owner to the Association. The Courtyard Townhomes Assessment shall be due and payable at the same time and in the same manner as the Common Assessments under the Declaration.

ARTICLE V EASEMENTS

5.1 Easement for Completion. Developer hereby reserves the right of unlimited use of and ingress and egress to and from all Courtyard Townhome Yard Areas for the purpose of development of the Courtyard Townhomes Property.

5.2 No Termination of Easements. Notwithstanding any provision contained in this Amendment, it is expressly agreed that the above easements are perpetual and shall not be terminated in the event of termination of the Declaration.

ARTICLE VI PARTY WALLS

6.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Courtyard Townhome Unit and placed on the dividing line between two Courtyard Townhome Lots shall constitute a party wall and, to the extent consistent with this Article, the general rules of law governing party walls and liability for property due to negligence or willful acts or omissions shall apply thereto. Each Courtyard Townhome Owner is hereby granted a non-exclusive easement in perpetuity for support of and maintenance of any party wall for such unit located on another Courtyard Townhome Unit.

6.2 Sharing of Maintenance and Repair. The cost of reasonable repair and

maintenance of a party wall shall be shared by the Courtyard Townhome Owners who make use of the party wall in proportion to their use thereof.

6.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Courtyard Townhome Owner who has used the wall may restore it, and any other Courtyard Townhome Owner who makes use of the wall shall contribute to the cost of restoration thereof in proportion to such use; provided, however, that if such damage or destruction was caused by the negligent or willful acts or omissions of a particular Courtyard Townhome Owner, such Courtyard Townhome Owner shall be solely liable for the cost of restoration.

ARTICLE VII MISCELLANEOUS

7.1 Recitals. The recitals set forth above are incorporated into and made an integral part of this Amendment as if restated herein.

7.2 Existing Declaration. Except as modified, supplemented or changed herein, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated, shall remain in full force and effect, and shall govern the Courtyard Townhomes Property.

7.3 Successors and Assigns. The covenants, restrictions and affirmative obligations set forth in this Amendment shall run with the land and shall be binding on all parties and persons claiming by or under them, to include, but not be limited to, the successors and assigns, if any, of Developer or the Association for a period of time as set forth in Section 12.5 of the Declaration. All easements granted in this Amendment shall run with the land and be binding on and inure to the benefit of Developer, the Association, the Courtyard Townhome Owners, and their respective heirs, executors, legal representatives, successors and assigns. Subject to the Declaration and the rules of the Association, the holder of such easements may extend the benefit thereof to such holder's family members and invitees.

7.4 Partial Invalidity. The invalidation by any court of any provision or portion of this Amendment shall in no way effect any of the other provisions or portions, and the remaining portions hereof shall remain in full force and effect.

7.5 Amendments. This Amendment may be amended or modified in accordance with the Declaration.

7.6 Certification of Amendment. Pursuant to Section 12.2 of the Declaration, Developer certifies that this Amendment has been duly approved by Developer and that no approval by Owners or Mortgagees was required.

[EXECUTION ON FOLLOWING PAGE]

This Amendment is executed under seal this 10th day of September, 2009.

[Handwritten Signature]

Witness

[Handwritten Signature]

Witness

WOODSIDE VILLAGE RESIDENTIAL, LLC, a South Carolina limited liability company (Seal)

By: WSC-SC, LLC, a South Carolina limited liability company, its Manager

By [Handwritten Signature]

Print Name: Diana M. Peters

As its: Vice President

State of South Carolina)

County of Aiken)

Acknowledgment

I, Lori Meador, a notary public for South Carolina, do hereby certify that Diana M. Peters personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 10th day of September, 2009.

[Handwritten Signature]

Notary Public

My Commission Expires: 8/5/2018

(Notarial Seal)

Exhibit "A"

Courtyard Townhomes Property

All that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, and being shown on that Record Plat of Courtyard Townhomes prepared for Woodside Village Residential, LLC by Tripp Land Surveying, Inc., dated February 5, 2009, last revised March 24, 2009, and recorded in the Aiken County RMC Office on March 27, 2009, in Plat Book 54, page 497. Reference is made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

Portion of Tax Parcel No. 107-13-01-006

NOT OFFICIAL

2019008157
AMENDED COVENANTS
RECORDING FEES \$11.00
PRESENTED & RECORDED:
04-03-2019 02:00 PM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: VIRGINIA DUNN DEPUTY
BK: RB 4770
PG: 2443 - 2447

Space above this line for recorder's use

Note to Clerk: please cross reference
this Supplement to the following:
Book 4193, page 2435
Book 4249, page 1442
Book 4275, page 1488

FIRST SUPPLEMENT TO
SECOND AND THIRD AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT
[PARVIEW WEST TOWNHOMES SERVICE AREA AND
COURTYARD TOWNHOMES SERVICE AREA]

THIS FIRST SUPPLEMENT TO SECOND AND THIRD AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE
WOODSIDE VILLAGE RESIDENTIAL TRACT (this "**Supplement**") is made this 5th day of
March, 2019, by WOODSIDE VILLAGE RESIDENTIAL, LLC, a South Carolina limited
liability company ("**Developer**").

WITNESSETH:

WHEREAS, Developer imposed certain covenants, conditions, restrictions and easements on
property described in that Declaration of Covenants, Conditions, Restrictions and Easements for the
Woodside Village Residential Tract dated March 18, 2008, and recorded in the Aiken County RMC
Office on March 20, 2008, in Record Book 4193, pages 2435-2460 (the "**Declaration**");

WHEREAS, Developer created the Parkview West Townhomes Service Area under the
Declaration pursuant to that Second Amendment to Declaration of Covenants, Conditions, Restrictions
and Easements for the Woodside Village Residential Tract [Parkview West Townhomes Service Area]
dated April 3, 2009, and recorded in said records in Record Book 4249, pages 1442-1450 (the "**Second
Amendment**");

WHEREAS, Developer created the Courtyard Townhomes Service Area under the Declaration
pursuant to that Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements

for the Woodside Village Residential Tract [Courtyard Townhomes Service Area] dated September 10, 2009, and recorded in said records in Record Book 4275, pages 1488-1495 (the “**Third Amendment**”);

WHEREAS, Developer has the right to unilaterally amend the Declaration pursuant to authority vested in it by Section 12.2 of the Declaration;

WHEREAS, as permitted by Section 8.13 of the Declaration, Developer desires to expand the Courtyard Townhomes Property (as defined in the Third Amendment) to include the property currently known and designated as the Parkview West Townhomes Property (as defined in the Second Amendment), which is already subject to the Declaration; and

WHEREAS, Developer also desires to delete the Second Amendment in its entirety governing the Parkview West Townhomes Property.

NOW, THEREFORE, Developer does hereby delete the Second Amendment in its entirety and does further supplement and amend the Third Amendment by expanding the definition of “Courtyard Townhomes Property” to include all property described on Exhibit “A” attached hereto and by the other terms contained in this Supplement. The Courtyard Townhomes Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in the Third Amendment. This Supplement shall encumber and affect the Courtyard Townhomes Property only and shall have no effect on any other property lying outside of the Courtyard Townhomes Property

ARTICLE I DEFINITIONS

Any capitalized term used in this Supplement and not otherwise defined in this Supplement shall have the meaning given to such term in the Third Amendment. The following term as used in the Third Amendment shall be amended as follows:

1.1. “Courtyard Townhomes Property.” As provided above, the term “Courtyard Townhomes Property” has been expanded to include all property described on Exhibit “A” to this Supplement. All other definitions in the Third Amendment that refer to the Courtyard Townhomes Property shall automatically refer to the Courtyard Townhomes Property as expanded by this Supplement for all purposes without any further action. The intent of this Supplement is that the property described on Exhibit “A” to this Supplement be part of the Courtyard Townhomes Property and Courtyard Townhomes Service Area as if it had been part of the Courtyard Townhomes Property and Courtyard Townhomes Service in the Third Amendment from its inception. Without limiting the generality of the foregoing, the “Courtyard Townhomes Plat” shall refer to all plats described on Exhibit “A” attached to this Supplement.

1.2 “Courtyard Townhome Yard Area.” The term “Courtyard Townhome Yard Area” has been expanded to include that portion of a Courtyard Townhome Lot (a) from Society Hill Drive to the face of the Courtyard Townhomes Unit, (b) from Barrister Lane to a line parallel to Barrister Lane and running long the face of each garage the full width of the lot, and (c) the side yards on Courtyard Townhome Unit Numbers 34 and 6.

ARTICLE II SECOND AMENDMENT

The Second Amendment is hereby deleted in its entirety and shall be of no further force or effect.

ARTICLE III
MISCELLANEOUS

3.1. Recitals. The recitals set forth above are incorporated into and made an integral part of this Supplement as if restated herein.

3.2. Existing Declaration. Except as modified, supplemented or changed herein, or as previously modified, supplemented or changed, the Declaration and the Third Amendment are reaffirmed and restated, shall remain in full force and effect, and shall govern the Courtyard Townhomes Property.

3.3. Successors and Assigns. The covenants, restrictions and affirmative obligations set forth in this Supplement shall run with the land and shall be binding on all parties and persons claiming by or under them, to include, but not be limited to, the successors and assigns, if any, of Developer or the Association for a period of time as set forth in Section 12.5 of the Declaration. All easements granted in this Supplement or the Third Amendment shall run with the land and be binding on and inure to the benefit of Developer, the Association, the Courtyard Townhomes Owners, and their respective heirs, executors, legal representatives, successors and assigns. Subject to the Declaration and the rules of the Association, the holder of such easements may extend the benefit thereof to such holder's family members and invitees.

3.4. Partial Invalidity. The invalidation by any court of any provision or portion of this Supplement shall in no way effect any of the other provisions or portions, and the remaining portions hereof shall remain in full force and effect.

3.5. Amendments. This Supplement may be amended or modified in accordance with the Declaration.

3.6. Certification of Amendment. Pursuant to Section 12.2 of the Declaration, Developer certifies that this Supplement has been duly approved by Developer and that no approval by Owners or Mortgagees was required other than set forth in a consent attached to this Supplement.

[EXECUTION ON FOLLOWING PAGE]

This Supplement is executed under seal this 5th day of March, 2019.

[Signature]
Witness

[Signature]
Witness

WOODSIDE VILLAGE RESIDENTIAL, LLC, a South Carolina limited liability company (Seal)

By: WSC-SC, LLC, a South Carolina limited liability company, its Manager

By: [Signature]
Diana M. Peters
As President/Administration

State of South Carolina)
County of Aiken)

Acknowledgment

I, Michelle Gray, a notary public for SC, do hereby certify that Diana M. Peters personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 5th day of March, 2019.

[Signature]
Notary Public
My Commission Expires:

(Notarial Seal)

My Commission Expires July 23rd, 2023

Exhibit "A"

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, and being shown on that Record Plat of Parkview West Townhomes prepared for Woodside Village Residential, LLC by Tripp Land Surveying, Inc. dated February 4, 2009, last revised March 24, 2009 and recorded in the Aiken County RMC Office on March 27, 2009 in Plat Book 54, Page 499. Reference is made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

TOGETHER WITH ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Aiken, in Aiken County, South Carolina, and being shown on that Record Plat of Courtyard Townhomes prepared for Woodside Village Residential, LLC by Tripp Land Surveying, Inc. dated February 5, 2009, last revised March 24, 2009 and recorded in the Aiken County RMC Office on March 27, 2009 in Plat Book 54, Page 497. Reference is made to said plat for a more complete and accurate description of the subject property as to its metes, bounds and location.

3

2018025098
AMENDED COVENANTS
RECORDING FEES \$10.00
PRESENTED & RECORDED
10-16-2018 12:50 PM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: VIRGINIA DUNN DEPUTY
BK: RB 4745
PG: 2205 - 2207

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT (this "Amendment") is made this 14th day October of 2018, by WOODSIDE VILLAGE RESIDENTIAL LLC, a South Carolina limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer imposed certain covenants, conditions, restrictions and easements on property described in that Declaration of Covenants, Conditions, Restrictions and Easements for the Woodside Village Residential Tract dated March 18, 2008, and recorded in the Aiken County RMC Office on March 20, 2008, in Record Book 4193, pages 2435-2460 (the "Declaration");

WHEREAS, Developer has the right to unilaterally amend the Declaration pursuant to authority vested in it by Section 12.2 of the Declaration; and

WHEREAS, Developer wishes to amend a portion of the Declaration regarding the Initiation Fee as set forth in Section 8.3;

NOW, THEREFORE, Developer does hereby amend the Declaration and declares that the Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in this Amendment.

ARTICLE I
INITIATION FEE

Section 8.3 of the Declaration is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

8.3 Initiation Fee. Every person who purchases a Lot in the Property shall pay to the Association a non-refundable initiation fee at the current prevailing rate at the time of closing on the Lot. Said initiation fee shall be used by the Association in such manner as the Board sees fit in its sole discretion, including but not limited to payment of Common Expenses or establishing capital reserves. The current initiation fee is \$200.00; provided, however, that the Association acting through the Board of Directors has the right to increase or decrease the initiation fee at any time hereafter provided that such increase or decrease shall be approved by (i) Developer for so long as Developer maintains its Class B Membership as contemplated by Section 4.2 of this Declaration, and (ii) after Developer loses its Class B Membership as contemplated by Section 4.2 of this Declaration, two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of Section 8.8 of the Declaration.

ARTICLE II
MISCELLANEOUS

3.1 Recitals. The recitals set forth above are incorporated into and made an integral part of this Amendment as if restarted herein.

3.2 Existing Declarations. Except as modified, supplemented or changed herein, or as previously modified, supplemented or changed, the Declaration is reaffirmed and restated, shall remain in full force and effect.

3.3 Successors and Assigns. The covenants, restrictions and affirmative obligations set forth in this Amendment shall run with the land and shall be binding on all parties and persons claiming by or under them, to include, but not limited to, the successors and assigns, if any, of Developer or the Association for a period of time as set forth in Section 12.5 of the Declaration. All easements granted in this Amendment shall run with the land and be binding on and inure to the benefit of Developer, the Association, and their respective heirs, executors, legal representatives, successors and assigns. Subject to the Declaration and the rules of the Association, the holder of such easements may extend the benefit thereof to such holder's family members and invites.

3.4 Partial Invalidity. The invalidation by any court of any provision or portion of this Amendment shall in no way effect any of the other provisions or portions, and the remaining portions hereof shall remain in full force and effect.

3.5 Amendments. This Amendment may be amended or modified in accordance with the Declaration.

3.6 Certification of Amendment. Pursuant to Section 12.2 of the Declaration, Developer certifies that this Amendment has been duly approved by Developer and that no approval by Owners or Mortgagees was required.

This Amendment is executed under seal this 4th day of October, 2018

marion Dyer
Witness

[Signature]
Witness

WOODSIDE VILLAGE RESIDENTIAL,
LLC, a South Carolina limited liability
company (Seal)

By: WSC-SC, LLC, a South Carolina limited
Liability company, its Manager

By: L. Diana M. Peters

Print Name: Diana M. Peters

As its: President/Admin

State of South Carolina }

County of Aiken }

Acknowledgment

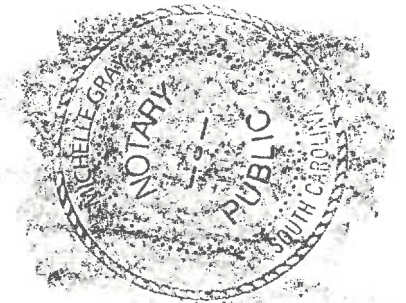
I, Michelle Gray, a notary public for South Carolina, do hereby
Certify that Diana Peters personally appeared before me this day and acknowledged
the due execution of the foregoing instrument.

Witness my hand and official seal this the 4th day of October, 2018

[Signature]
Notary Public
My Commission Expires:

(Notarial Seal)

My Commission Expires July 23rd, 2023



STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

FIFTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENT FOR THE WOODSIDE
VILLAGE RESIDENTIAL TRACT

(Cross Reference: Book RB 4193, Pg. 2435)

THIS FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENT FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT (the "Amendment") is made on this 22nd day of November, 2022, by *Woodside Village Neighborhood Association, Inc.* (the "Association").

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENT FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT was recorded on March 20, 2008, in the Office of the Register of Deeds for Aiken County in Book RB 4193 at Page 2435 (as amended and supplemented, the "Declaration"); and

WHEREAS, Article XII, Section 12.2 of the Declaration provides that during any period in which Developer retains the right to appoint and remove any directors and officers of the Association, Developer may unilaterally amend the Declaration by an instrument in writing filed and recorded in the records of the Office of the Register of Mesne Conveyances for Aiken County, South Carolina, without approval of any Owner; and

WHEREAS, it is desired that that the Declaration be amended to provide restrictions on renting/leasing of Dwelling Units; and

WHEREAS, the Developer retains appointment power, and has duly authorized this amendment as evidenced herein; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the amendment requirements of the Declaration having been met, it is hereby declared that the Declaration is amended by the Developer as follows:

1. Amend Article X of the Declaration by adding Section 10.19.

10.19 Lease or Rental of a Dwelling Unit. The lease or rental of a Dwelling Unit located within the Residential Tract, as defined in the Declaration, for residential purposes is permitted so long

as the lease (i) is for not less than the entire Dwelling Unit and all the improvements thereon, (ii) is for a term of at least six (6) months, (iii) the number of occupants is limited to no more than two persons per bedroom and (iv) the lease is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the Association. Reasonable exceptions to the foregoing may be granted by the Board of Directors on a case-by-case basis.

All lease agreements are required to be in writing, and prior to the commencement of any such lease, the Owner shall provide the Association with copies of such lease. The Association agrees at all times and shall be obligated to maintain confidentiality as to the terms, conditions, rents, obligations, responsibilities, etc. as may be a part of any such leases provided to the Association.

Any lessee or tenant shall in all respects be subject to the terms and conditions of the Declaration, the Bylaws, the Articles of Incorporation, and any rules and regulations adopted thereunder. Sublets by tenants or other occupants of a Dwelling Unit shall not be permitted. In no event shall it be determined that a landlord/tenant relationship exists between Association and an occupant of a Dwelling Unit.

This Section does not apply to (a) "Masters' Week Rentals", (b) Dwelling Units occupied by a family member(s), (c) a lease that results from a sale by a property owner of his property and an immediate "lease back" from the new owner, or (d) Dwelling Units leased prior to the date of this Amendment subject to such reasonable conditions as the Association may by rule and regulation impose.

In addition, this section does not apply to developer lease backs and short-term rentals resulting from property sales activities, including prospect visits, and/or new home construction or to short term rentals to a third-party who is in the process of purchasing or constructing a home.

Property owners are responsible to ensure that their tenants comply with the general covenants and restrictions contained in The Village at Woodside Declaration, any building guidelines, rules and restrictions and with all Association policies. In the event tenants fail to comply with any of the abovenamed, the Owner is responsible for such violations, and for all fines imposed because of tenant(s) violations. Fines may be assessed as liens against Owners as provided for in Article 8, Section 9 of the Declaration.

In order to assure protection of all property owners, the Association requires that any property Owner who leases property is required to provide to the Association a copy of the executed lease agreement within 15 days prior to the effective date of the lease, or as soon as reasonably possible, in the event of a lease with an effective date of less than 15 days following execution of the lease. The Association reserves the right to request a copy of any executed lease agreement and Owners must provide such copies upon written demand of the Association. The Association shall not have the authority to approve or disapprove of tenants, only the format and content of the lease agreement. All lease agreements must specifically require that the property be maintained in accordance with the requirements set forth in the Declarations. In addition, the lease must contain language sufficient to ensure compliance with this section.

The following language is to be included in all leases:

This lease is subject to the Declaration of Covenants, Conditions, Restrictions, and Easements for the Woodside Village Residential Tract (the "Declaration") of the Woodside Village Neighborhood Association, Inc. (the "Association"). This lease is subject to all covenants and restrictions contained within the Declaration as well as any rules, regulations or policies enacted by the Association, or its Board of Directors as may be amended from time to time. Tenant/lessee has received a copy of the Declaration, rules, regulations, and policies currently enacted, and agrees to abide by all terms and conditions thereof and all policies promulgated thereunder. Failure by Tenant/lessee to so comply with the Declaration or other rules and policies of the Association shall constitute an act of default under the lease agreement and shall entitle Lessor and/or the Association to terminate the lease agreement and evict and any all tenants and co-occupants upon thirty (30) days' notice. Should the Association have to enforce this provision against the tenant, the Association is entitled to reasonable Attorneys' fees.

Capitalized terms used herein shall have the meaning set out in this Amendment. Any capitalized terms used but not defined herein shall have the meaning set out in the Declaration.

All other terms and conditions of the Declaration shall remain in full force and effect unchanged, except as amended, supplemented, and/or modified by this Amendment.

Therefore, the above are annexed into the Declaration and become a part thereof.

This Amendment is intended to be and shall be deemed to be a sealed instrument, governed by a twenty (20) year statute of limitations per S.C. Code Ann. § 15-3-520.

The amendments to the Declaration set forth in this Amendment shall be effective on the date this Amendment is recorded with the Office of the Register of Deeds for Aiken County.

IN WITNESS WHEREOF, the Developer by its duly authorized officers caused this Amendment to be executed under seal, and by executing this Amendment, the duly authorized officers acknowledge, affirm and certify that this Amendment has been duly approved by Developer and that pursuant to Article XII, Section 12.2 of the Declaration, no approval by Owners or Mortgagees was required.

[SIGNATURE PAGES TO FOLLOW.]

SIGNED SEALED AND DELIVERED
in the presence of:

Kate Cromel
(witness #1)

[Signature]
(witness #2)

WOODSIDE VILLAGE RESIDENTIAL, LLC,
a South Carolina limited liability company (Seal)

By: WSC-SC, LLC, a South Carolina limited
liability company, its Manager

By: Diana M. Peters (L.S.)

Print Name: Diana M. Peters

Its.: President/admin.

STATE OF SOUTH CAROLINA)
)
COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, Michelle Gray, Notary Public for the State of South
Carolina, do hereby certify that Woodside Village Residential, LLC., by
Diana M. Peters, its President/admin., personally appeared before me this
day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 22nd day of November, 2022

[Signature]
Notary Public for South Carolina
My Commission Expires: _____
My Commission Expires **July 23rd, 2023**



2022031799
AMENDMENT
RECORDING FEES \$25.00
PRESENTED & RECORDED:
11-22-2022 03:16 PM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: DOLLIE VILLANUEVA DEPUTY
BK: RB 5060
PG: 786 - 789

4

2023023669
 AMENDED COVENANTS
 RECORDING FEES \$25.00
 PRESENTED & RECORDED:
10-24-2023 03:24 PM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
 AIKEN COUNTY, SC
 BY: DOLLIE VILLANUEVA DEPUTY
BK: RB 5120
PG: 1168 - 1171

Space above this line for recorder's use

Note to Clerk: please cross reference this Supplement to the following:

- Record Book 4193, Page 2435
- Record Book 4249, Page 1442
- Record Book 4249, Page 1433
- Record Book 4275, Page 1488
- Record Book 4700, Page 1375
- Record Book 4725, Page 1605
- Record Book 4745, Page 2205
- Record Book 4770, Page 2443
- Record Book 4770, Page 2448
- Record Book 5060, Page 786

SIXTH AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS
 FOR THE WOODSIDE VILLAGE RESIDENTIAL TRACT

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE VILLAGE AT WOODSIDE COMMERCIAL AREA (this "**Supplement**") is made this 23rd day of October, 2023, by WOODSIDE VILLAGE RESIDENTIAL, LLC, a South Carolina limited liability company ("**Developer**").

WITNESSETH:

WHEREAS, Developer imposed certain covenants, conditions, restrictions and easements on property described in that Declaration of Covenants, Conditions, Restrictions and Easements for the Woodside Village Residential Tract dated March 18, 2008 and recorded March 20, 2008 in Record Book 4193, Page 2435, Aiken County Records, as amended (the "**Declaration**");

WHEREAS, Developer has the right to unilaterally amend the Declaration pursuant to authority vested in it by Section 12.2 of the Declaration;

WHEREAS, solely as to the Village Courtyard Apartments, which property is more particularly described on Exhibit A attached hereto and incorporated herein (the "Apartment Tract"), Developer wishes to modify Article VIII of the Declaration regarding assessments.

ARTICLE I
ASSESSMENTS

For purposes hereof, each individual residential dwelling unit shall be defined as a "Apartment" of which there are currently fourteen Units within the Apartment Tract. Section 8.5 of the Declaration is hereby amended to provide that the Owner of the Apartment Tract shall pay one annual assessment for each Apartment within the Apartment Tract.

ARTICLE II
MISCELLANEOUS

2.1. Recitals. The recitals set forth above are incorporated into and made an integral part of this Supplement as if restated herein.

2.2. Existing Declaration. Except as modified, supplemented or changed herein, or as previously modified, supplemented or changed, the Declaration is reaffirmed and shall remain in full force and effect.

2.3. Successors and Assigns. The covenants, restrictions and affirmative obligations set forth in this Supplement shall run with the land and shall be binding on all parties and persons claiming by or under them, to include, but not be limited to, the successors and assigns, if any, of Developer or the Association.

2.4. Partial Invalidity. The invalidation by any court of any provision or portion of this Supplement shall in no way effect any of the other provisions or portions, and the remaining portions hereof shall remain in full force and effect.

2.5. Amendments. This Supplement may be amended or modified in accordance with the Declaration.

2.6. Certification of Amendment. Pursuant to Section 12.2 of the Declaration, Developer certifies that this Supplement has been duly approved by Developer and that no approval by Owners or Mortgagees was required other than set forth in a consent attached to this Supplement.

[Signatures Commence on Next Page]

This Supplement is executed under seal this 23rd day of October, 2023.

~~KATHIE BROWN~~
Witness Katherine Cromer
[Signature]
Witness Michelle Gray

WOODSIDE VILLAGE RESIDENTIAL, LLC,
a South Carolina limited liability company (LS)

By: WSC-SC, LLC, a South Carolina limited
liability company, its Manager

By: Diana Peters
Diana Peters, President/Administrator

State of South Carolina)
County of Aiken)

Acknowledgment

I, Michelle Gray a notary public for SC, do hereby
certify that Diana Peters personally appeared before me this day and acknowledged the due
execution of the foregoing instrument on behalf of WSC-SC, LLC, the Manager of Woodside
Village Residential, LLC.

Witness my hand and official seal this the 23rd day of October, 2023.

[Signature]
Notary Public
My Commission Expires:

(Notarial Seal)

Michelle Gray
NOTARY PUBLIC
State of South Carolina
My Commission Expires 08/04/2033



Exhibit "A"

ALL that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the City of Aiken, County of Aiken, State of South Carolina, being shown and designated as "Future Development Village Townhomes" as shown on a plat prepared by Tripp Land Surveying, Inc. for Woodside Village Residential, LLC dated February 5, 2009 and recorded March 27, 2009 in Plat Book 54, Page 497, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the subject property.

Being the same property conveyed to Townhomes at Woodside, LLC by deed of Woodside Village Residential, LLC dated January 28, 2022 and recorded February 8, 2022 in Record Book 4997, Page 1856, Aiken County Records.

Tax Parcel No. 107-13-17-001