

**BY-LAWS
OF
EAGLE POINTE LANDOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION. The name of the corporation is Eagle Pointe Landowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at c/o E. Clifton Kinder, Jr., 2711 Middleburg Drive, Suite 311, Columbia, South Carolina 29204 but meetings of members and directors may be held at such places within the State of South Carolina, County of Richland, as may be designated by the Board of Directors.

ARTICLE I

Section 1. "Association" shall mean and refer to Eagle Pointe Landowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought with the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Chapin New Town, LLC, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the ROD for Lexington County, South Carolina.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

**ARTICLE III
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held at the hour of 6:00 P.M. on a date which is between sixty (60) and one hundred twenty (120) days prior to the beginning of the next calendar year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the board of Directors, or upon written request of the members who are entitled to vote one-fourth (¼) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall be given no earlier than thirty (30) days and not later than ten (10) days prior to such meeting, and shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. At the first such meeting called, the presence of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a board ("Board") of five (5) directors, who need not be members of the Association. The initial Board shall be appointed by the Declarant.

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the members shall elect such number of directors as necessary to replace the office of those directors whose terms have expired. Each of those directors so elected shall serve for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. A director elected by the members may be removed only at a meeting called for the purpose of removing the director and the notice for such meeting must state that one of the purposes of the meeting is to remove the director. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Associations. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken without a Meeting. The directors shall have the right to take any action in the absence of a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nomination Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, and serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI
MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held not less than quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any three directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

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

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

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

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

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (¼) of the Class A members who are entitled to vote;

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

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

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

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

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

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

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

Section 7. Multiple Office. The offices of secretary and treasurer may be held by the same

person. No person shall simultaneously hold more than one of any of the other office except in the case of special offices created pursuant to Section 4 of this Article.

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

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer may receive and deposit in appropriate bank accounts all monies of the Association and may disburse such funds as directed by resolution of the Board of Directors; may sign all checks and promissory notes of the Association; keep proper books of account; may cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and may prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE IX
COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X
BOOKS AND RECORDS**

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

**ARTICLE XI
ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Assessments shall be considered past due if not received by the Association on the due date. A late charge of Ten (\$10.00) Dollars shall be added to any assessment not paid within thirty (30) days after the due date. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of sixteen (16%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

**ARTICLE XII
AMENDMENTS**

Section 1. The By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

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

**ARTICLE XIII
MISCELLANEOUS**

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

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Association and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 2001.

Secretary

2061625845 FILED, RECORDED, INDEXED
07/17/2001 11:57:59:627
Rec Fee: \$22.00 St Fee: \$48.00
Co Fee: \$0.00 Pages: 16
Lexington County ROD Dabra H. Guster
RESTRICTIONS Map# 6318:137

**. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR EAGLE POINT**

THIS DECLARATION, made on the date hereinafter set forth by Chapin New Town, LLC, a South Carolina limited liability corporation having an office at 2711 Middleburg Drive, Suite 311, Columbia, South Carolina 29204, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Lexington, State of South Carolina, which is more particularly described as follows:

All those certain piece, parcel, lot or tract of land, lying and being in the County of ~~Richland~~ ^{Lexington} State of South Carolina, and being more fully shown as 12.48 acres on a plat entitled "Final Plat of Eagle Point, Phase 1A & 1B" prepared by Associated E&S, Inc. dated October 3, 2000 and recorded in the Office of the ROD for Lexington County in Slide 619 at Page 4.

WHEREAS, it is the intent of the Declarant to cause said property to be subjected to this Declaration of Covenants, Conditions, Restrictions and Easements.

NOW, THEREFORE, Declarant hereby declares that all of the property described above be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Eagle Point Homeowners Association, Inc., its successors and assigns (hereinafter "Association").

SECTION 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. Common Area shall also mean such property which from time to time is deeded to the Association in fee simple by Declarant.

SECTION 3. "Declarant" shall mean and refer to Chapin New Town, LLC as well as its successors and assigns, if Declarant shall make an express conveyance of its rights as developer hereunder to such successor or assign.

SECTION 4. "Declaration" shall mean this Declaration of Covenants, Conditions, Restriction and Easements for Eagle Point, as the same may be amended, renewed or extended from time to time in the manner herein provided.

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 6. "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

SECTION 7. "Non-Member User" shall mean and refer to any person who is not a Member of the Association for the use of the Recreational Facilities as set out in the By-Laws of the Association.

SECTION 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

SECTION 9. "Plat" shall mean that certain plat entitled "Final Plat of Eagle Points, Phase 1A & 1B" prepared by Associated E&S, Inc. dated October 3, 2000 and recorded in Slide 819 at Page 4 in the ROD Office for Lexington County, South Carolina, as well as all future recorded plats, if any, describing those certain parcels of land annexed, as described thereon, and made subject to this Declaration by amendment hereto.

SECTION 10. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be subjected to the terms and conditions of the Declaration.

SECTION 11. "Recreational Facilities" shall mean and refer to any and all facilities designed for active recreational use, along with all parking areas located within the Common Area and any additions thereto, which have been deeded to the Association. Nothing contained in this Section of the Declaration shall obligate Declarant or the Association to construct any recreational facilities.

ARTICLE II

PROPERTY RIGHTS

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

- (a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use by a private party of any Recreational Facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities;
- (b) the right of the Association to suspend the voting rights and right to use of the Recreational Facilities and the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members;
- (d) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area;
- (e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities thereon; however, except as provided in (c) above, no portion of the Common Area may be mortgaged or conveyed without the consent of two thirds (2/3) of the Class A Members; and

(f) the right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the Properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Area or any other purpose or reason.
improvements onto portions of the Common Area or any other purpose or reason.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Area to the members of his family, his tenants or contract purchasers who reside on the Lot of such Owner.

SECTION 3. LEASES OF LOTS. Any Lease Agreement between an Owner and a lessee for the lease of such Owner's residence on its Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the terms of the lease. All leases of Lots shall be in writing.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to one (1) vote for each Lot it owns as shown on the Plat. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) the sale to the Owners of One Hundred (100%) Percent of the Lots; or
- (b) when Declarant elects by notice to Association in writing to terminate its Class B membership, but in no event prior to the sale of not less than seventy-five (75%) percent of the Lots depicted on the Plat.

SECTION 3. Unless otherwise provided herein, all actions requiring the consent of the Members shall be deemed to have been authorized upon the receipt of the affirmative vote of the Class B Member.

SECTION 4. Upon the expiration of the period of Declarant's right to act as or designate the director, such right shall automatically pass to the Members, including Declarant if Declarant then owns one or more Lots, and a special meeting of the Association shall be called at such time. At such special meeting the Members shall elect a new Board pursuant to the By Laws which shall undertake the responsibilities of the Board, and Declarant shall deliver all books, accounts, and records, if any, which Declarant 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 Declarant has in its possession. At the special meeting, the presence at the meeting of Members or proxies entitled to cast fifty percent (50%) of the total vote of the membership shall constitute a quorum. In the event the required quorum is not present at any such meeting, a second meeting may be called, subject to the giving of proper notice, and the presence of twenty-five percent (25%) of the total vote

of the membership shall constitute a quorum for such second meeting. Any such second meeting must be held within sixty (60) days of the first meeting when the required quorum was not present. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements for such "duly called meeting" which may be established by the By-Laws of the Association. For the purposes of this section, "proper notice" shall be deemed to be given to each Member not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting at which an proposed action is to be considered.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvement to the Common Area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of a regular assessments for common expenses. Such reserve fund is to be established out of regular assessments for common expenses.

SECTION 4. RATE OF ANNUAL ASSESSMENT. Both annual and semi-annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, semi-annual or annual basis.

SECTION 11. EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the law of the State of South Carolina shall be exempt from the assessments created herein. All Property owned by the State of South Carolina shall be exempt from the assessments created herein. All Property owned by the Declarant, at the Declarant's election, shall be exempt for the assessments created herein. Otherwise, no land or improvements devoted to dwelling use shall be exempt from said assessments.

THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION, EVERY ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION, EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLAN AND SPECIFICATIONS AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT ASSOCIATION ITS BOARD MEMBER OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE, TO RECOVER ANY SUCH DAMAGES, AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which Lot is subject and any lien which may arise as a result of non-payment as provided herein.

SECTION 6. BUILDING REQUIREMENTS. The heeled living areas of the main structure exclusive of open porches, ports cockleams, gangways, carpoms and breezeways, shall be not less than the exclusive of open porches, ports cockleams, gangways, carpoms and breezeways, shall be not less than the amount as determined and approved by the Declarant or the Architectural Control Committee

SECTION 1. UTILITIES. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as indicated on recorded plats. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of the Town of Lexington and/or Lexington County (and any other government, person or firm providing services to the Properties under agreement with or at the direction of the Association) over all portions of the Common Area as may be reasonably necessary for the siting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage. The Association shall have the power and authority to grant and establish upon, over and across the Common Area such additional easements as are necessary or desirable for the providing of services or utilities in the Common Area or its

ARTICLE IX

RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS
RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

SECTION 1. ENTITIES CONSTITUTING INSTITUTIONAL LENDERS. "Institutional Lender" as the term is used herein shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily affording loans secured by first liens on residences, and eligible insurers and governmental guarantors.

SECTION 2. OBLIGATION OF ASSOCIATION TO INSTITUTIONAL LENDERS.
So long as any Institutional Lender shall hold any first lien upon any Lot, or shall be the Owner of any Lot, such Institutional Lender, upon timely written request, shall have the following rights:

- (a) To inspect the books and records of the Association during normal business hours and to be furnished with at least one (1) copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Board, such financial statement or report to be furnished by April 15 of each calendar year.
- (b) To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration or the Articles of Incorporation or By-Laws of the Association or of any proposed abandonment or termination of the Association or the effectuation of any decision to terminate professional management of the Association and assume self-management by the Association.
- (c) To receive notice of any condemnation or casualty loss affecting the Common Areas or any portion thereof.
- (d) To be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (e) To have the right to approve of any alienation, release, transfer, hypothecation or other encumbrance of the Common Areas, other than those specific rights vested in the Association under Article II hereof.
- (f) To be given notice of any delinquency in the payment of any assessment or charge (which delinquency remains uncured for a period of sixty (60) days) by any Owner owning a Lot encumbered by a mortgage held by the Institutional Lender, such notice to be given in writing and to be sent to the principal office of such Institutional Lender, or to the place which it may designate in writing.

SECTION 3. REQUIREMENTS OF INSTITUTIONAL LENDER. Whenever any Institutional Lender desires to avail itself of the provisions of this Article, it shall furnish written notice thereof to the Association by certified mail at the address shown in the Articles of Incorporation identifying the Lot or Lots upon which any such Institutional Lender holds any first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants

reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

SECTION 2. SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless during the last year of such initial or then current renewal term the Owners of seventy-five percent (75%) of the Lots agree in writing to terminate this Declaration at the end of such term. This Declaration, as amended, shall constitute rights and interests appurtenant to the Properties and shall run with the title to the same. So long as Declarant owns a Lot subject to this Declaration, Declarant may, in its sole discretion, subject only to the approval of the United States Department of Housing and Urban Development, if applicable, amend this Declaration as long as such amendment is not in derogation of the interest of any Mortgagee of a Lot. Any such amendment also shall constitute rights and interests appurtenant to the Properties and shall run with the title to the same. In addition to the foregoing, the Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-six and 67/100 percent (66.67%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners, provided that (1) no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein, (2) no amendment shall adversely affect any rights or interest of Declarant as provided herein, unless agreed to in writing by Declarant, (3) no amendment shall have priority over any amendment made by Declarant in accordance with Section 4 of this Article X, as long as Declarant owns a Lot, and (4) no amendment shall alter, modify or rescind any right, title, interest or privilege herein granted or accorded to any Mortgagee or a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be filed with such amendment. Any amendment must be properly recorded.

SECTION 4. FEDERAL LENDING REQUIREMENTS. Declarant may (at Declarant's option) amend and modify this Declaration without obtaining the consent or approval of the Owners if such amendment or modification is necessary to cause this Declaration to comply with the requirements of the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association, or other similar agency.

Any such amendment must be with the consent and approval of such agency and must be properly recorded.

SECTION 5. ANNEXATION.
(a) Additional residential property and Common Area may be annexed to the Properties only with the consent of two-thirds (2/3) of each class of Members, and, if applicable, the consent of the United States Department of Housing and Urban Development.

(b) Notwithstanding the above, lands which are adjacent to the Properties (hereinafter referred to as "Additional Land") may be annexed by the Declarant without the consent of Members within ten (10) years of the date of this instrument, subject to the consent of the United States Department of Housing and Urban Development, if applicable. Provided, however, that should Declarant elect to improve and develop all or part of the Additional Land, Declarant shall have the right to impose upon the Additional Land

supplemental covenants and restrictions which are not substantially different from those contained herein. Notwithstanding anything contained herein which might otherwise be interpreted to produce a contrary result, this Declaration does not create any charge, lien or other encumbrance or restriction on any part of the Additional Land, or affect in any way the title thereto or any part thereof, nor does this Declaration create an obligation upon Declarant to improve and develop all or any portion of the Additional Land.

SECTION 6. AMPLIFICATION. The provisions of this Declaration are amplified by the Articles and By-Laws; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles and By-Laws on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

SECTION 7. TOTAL OR PARTIAL DESTRUCTION OF IMPROVEMENTS. In the event of a total or partial destruction of any improvements on the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the owners entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, the Owners of 75% of the Lots elect to rebuild.

SECTION 8. STORMWATER MANAGEMENT AND SEDIMENT CONTROL. All land disturbing activities, including but not limited to the development of Lots and construction activities on the Common Area shall conform to the requirements of the stormwater management and sediment control plan which has been approved by the State of South Carolina Land Resources Commission ("Land Resources") and the National Pollutant Discharge Elimination System ("NPDES") Permit which has been granted by the South Carolina Department of Health and Environmental Control ("DHEC"). Any additional approvals or permits required by any local, state or federal entity shall be the responsibility of the Association. Upon termination of the NPDES Permit by DHEC and final approval from Land Resources, the Association, in conjunction with the appropriate governmental entity, shall be responsible for maintaining the Common Area for stormwater management and sediment control in a manner which insures the quality practices set forth in the Land Resources plan and NPDES Permit.

diameter may be installed on Lots provided they are adequately screened from the streets and adjoining Lots.

SECTION 16. TRAILERS, TRUCKS, SCHOOL BUSES, BOATS, BOAT TRAILERS. Boats
~~SECTION 16. TRAILERS, TRUCKS, SCHOOL BUSES, BOATS, BOAT TRAILERS.~~ Boats

(other than pontoon boats) may be parked in garages or in the rear yards of Lots provided sufficient efforts are undertaken to screen their visibility from the street(s) which bound the subject Lot. No recreational vehicles or commercially marked vehicles shall be permitted on the Lots unless they are stored in a garage. No house trailers or mobile homes, school buses, trucks, boats or boat trailers, motor homes, motorcycles, campers, vans, or vehicles on blocks shall be kept, stored or parked overnight either on any streets or adjoining lots. In addition, no vehicle of any kind may be kept, stored or parked on any non-paved area of a Lot or adjacent Lot. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by Owner exceeds the capacity of the garage. The foregoing will not be interpreted or construed or applied to prevent the temporary nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot. Further, if a parking and storage amenity for boats and recreational vehicles is built, it shall become the exclusive parking and storage facility for those vehicles.

SECTION 17. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Association.

SECTION 18. CHANGING ELEVATIONS. No Lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grades of surrounding Lots, unless approved in writing by the Architectural Control Committee.

SECTION 19. SEWAGE SYSTEM. Sewage disposal shall be through the municipal system or, a type approved by appropriate State and local agencies.

SECTION 20. WATER SYSTEM. Water shall be supplied through the municipal system or, a type approved by appropriate State and local agencies.

SECTION 21. UTILITY FACILITIES. Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone, electric, cable, natural gas and sewage systems, which may be in variance with these restrictions.

SECTION 22. MODEL HOMES. Declarant, as well as any builder of homes in Eagle Point, shall have the right to construct and maintain model homes on any of the Lots. "Model Homes" shall be defined as those homes used for the purpose of inducing the sale of other homes within the Properties.

SECTION 23. DRIVEWAYS AND ENTRANCE TO GARAGE. All driveways and entrances to garages shall be concrete or other substances approved in writing by Declarant or by the Architectural Control Committee and of a uniform quality. For aesthetic purposes, all garage doors shall remain closed whenever reasonably possible.

SECTION 24. WAIVER OF SETBACKS, BUILDING LINES AND BUILDING REQUIREMENTS.
The Architectural Control Committee may, for good cause, waive violations of the setbacks and building lines provided for in Section 2 of this Article VII and the building requirements provided for in Section 6 of this Article VII. Such waiver shall be in writing and recorded in the Lexington County RMC Office. A document executed by the Architectural Control Committee shall be, when recorded, conclusive evidence that the requirements of Sections 2 and 6 of this Article VII have been complied with. The Architectural Control Committee may also handle violations of setbacks and boundary lines by amending the Plat. Nothing

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration
of Covenants, Conditions, Restrictions and Easements for Eagle Point to be executed in its name and its
corporate seal hereto affixed as of the 13th day of July, 2001.

WITNESSETH:
[Signature]
[Signature]

CHAPIN NEW TOWN, LLC
By: [Signature]
As: [Signature]

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF RICHLAND

Personally appeared before me the undersigned witness who, being duly sworn, made oath that s/he
saw the within named Chapin New Town, LLC by its Authorized Agent, seal and deliver the within-written
instrument for the uses and purposes therein mentioned, and that s/he with the other witness whose
signature appears above witnessed the execution thereof.

[Signature]

SWORN to before me this
13 day of July, 2001.

[Signature] L.S.
Notary Public for South Carolina
My Commission expires: 1-3-2011

Eagle Pointe

Home Owners Association
c/o Halcyon Real Estate Services, LLC
9600 Two Notch Road, Suite 5
Columbia, SC 29223
Tel (803) 736-0394
Fax (803) 736-0315

A typical shed that would be approved based on it meeting the following requirements for a custom built shed that matches your home:

1. **Size:** 10' x 12' (maximum size)
2. **Design:** gable style
3. **Location:**
 - Setback a minimum of 5' on the sides and 10' from the back of lot
 - Positioned behind the home if possible to conceal it from view from the street.
4. **Construction:**
 - Wood frame (site built)
 - Siding must match the home in style, color, and material.
 - Shingles must also match the home in style and color.
 - Please use doors without a window
5. You will need to plant and maintain mature shrubbery around the shed to aid in its concealment.
6. The shed must maintain high standard at all times or the Board reserves the right to require its removal.

Should you have any questions please do not hesitate to call our office.

Sincerely,

Managing Agent

**Eagle Point
Homeowners Association
Improvement Request**

Date: _____

Name: _____

Address: _____

Telephone: **Work** _____ **Home** _____

Lot #: _____ **Neighborhood:** _____

IMPROVEMENT: Please give a brief outline of the improvement that you are requesting. Fencing should include design, height, spacing and style of pickets. A copy of your plat must be included with each request. Please indicate the location of your proposed home improvement on the plat.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.

DESCRIPTION:

This request must be submitted to *Halcyon Real Estate Services, LLC., 9600 Two Notch Road, Suite 5, Columbia, SC 29223.* We reserve the right to take 30 days for architectural review and approval. Do not proceed without written approval. Should you have any questions or need assistance, please feel free to call (803) 736-0394, Fax # 736-0315.

Eagle Pointe

Home Owners Association

c/o Halcyon Real Estate Services, LLC

9600 Two Notch Road, Suite 5

Columbia, SC 29223

Tel (803) 736-0394

Fax (803) 736-0315

Dear Sir or Madam:

Your application submitted to the Architectural Control Committee has been **approved with modifications**. It will be required that you follow the exact specifications outlined in this approval. Furthermore the Committee has asked that you complete this task within 60 days from the date of this letter. Upon completion, you will need to contact our office for final inspection.

If in the event you need additional time, it will be necessary to notify our office with your timetables. Please be aware that this approval is temporary and is not considered permanent and acceptable until final inspection has been completed.

Your request to build a fence has been approved based on the following conditions:

1. Your plans call for a site built wooden fence with **(a minimum height of 4' up to) a maximum height of 5'** utilizing an arch design with the finished side out.
2. Your fence picket is to be either a 1"x4" or a 1"x6" picket.
3. Your fence must have a **minimum spacing of 3/4"** between pickets (up to a maximum of 3").
4. Your fence is to be pushed to the edge of your property lines and **not set back any distance. You have been granted exception on the right side due to the retaining wall, as indicated on the plat.** If your neighbor has a fence you must **directly abut** their fence to give the impression of a single fence.
5. **A minimum setback from the front corners of the home is 10 feet.**
6. Should you decide to stain or paint your fence you must first gain approval from the Architectural Review Committee.
7. Any post-installation changes will need prior written approval.
8. Your fence must maintain high standards at all times since the Board reserves the right to require removal.

Should you have any questions please do not hesitate to call our office.

Sincerely,

Jeffrey A. Coberly
Managing Agent