

Declaration of Covenants and Restrictions
For
LANDS END OWNERS ASSOCIATION, INC.,
Lexington, Lexington County, South Carolina

This DECLARATION made this 16th day of August, 2011, by Lands End Owners Association, a South Carolina non-profit corporation, hereinafter called "Association".

WITNESSETH:

WHEREAS, Lands End Owners Association is the owner of the real property described in Article II of this Declaration on which a community known as Lands End at Watergate, with open spaces, boat docks, swimming beaches, parking areas, roadways, paths and other Common Properties for the benefit of said community has been established:

WHEREAS, said community consists of the Common Property and 114 individually deeded properties;

WHEREAS, Association desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces, boat docks, swimming beaches, parking areas, roadways, paths and other Common Properties; and to this end, desires to subject the real property described in Article II, together with such additions as may hereafter be made, as provided in Article II, to the covenants, restrictions, easements, affirmative obligations, charges and liens, hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof; and

WHEREAS, Association is delegated and assigned the responsibility to preserve the values and amenities in the community; the power and authority of maintaining and administrating the Common Properties; administering and enforcing the covenants and restrictions and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

WHEREAS, Association has caused to be incorporated under the laws of the State of South Carolina, as a nonprofit corporation, LANDS END OWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth;

NOW THEREFORE, the Association declares that the real property described in Article II shall used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens (sometimes referred to as the "Covenants") hereinafter set forth.

ARTICLE I

Definitions

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

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- (a) "Association" shall mean and refer to the Lands End Owners Association, Inc. a South Carolina nonprofit corporation.
- (b) The "Properties" shall mean and refer to the "Common Property" and the 114 Dwelling Units as described herein below, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Common Property" shall mean and refer to those areas of land together with any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Property". The term "Common Property" shall include any personal property acquired by the Association if said property is designated as Common Property. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners of the Properties (subject to the Covenants, fee schedules and operating rules adopted by the Association). Any lands leased by the Association for use as Common Property shall lose their character as Common Property upon expiration of such lease.
- (d) "Dwelling Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family, and shall include the parcel or lot of land on which said Dwelling Unit is situated if undivided fee simple title to said lot is held by the Owner of the Dwelling Unit.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple or recordable title to any Dwelling Unit situated upon the Properties as shown in the records of the Clerk of Court for Lexington County, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.
- (f) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Section 1 of Article III hereof.

ARTICLE II

Section 1. Common Property. The real property which is, and shall be, held, subdivided, transferred, sold, conveyed, donated, leased and occupied subject to this Declaration, is located on the shores of Lake Murray near the City of Lexington, Lexington County, South Carolina, and is more particularly described in Exhibit "A" hereto attached and by reference incorporated herein, and shall hereinafter be referred to as "Common Property", as described hereinabove. All property or additions thereto, shall be collectively referred to as the "Properties".

Section 2. Additions to the Properties. Additional properties acquired by purchase or lease shall become subject to this Declaration in the following manner:

- (a) Additions: Upon approval in writing of $\frac{3}{4}$ of the members (86) of the Association, the owner of any other property who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the

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Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

- (b) **Mergers:** Upon a merger or consolidation of the Association with another association as provided for in the By-Laws of the Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, and restrictions established by this Declaration within the Properties, together with the covenants and restrictions established upon any other properties as one plan. Except as herein provided, such merger or consolidation shall affect any revocation, change of, or additions to the covenants established by this Declaration within the Properties.

ARTICLE III

Membership and Voting Rights in the Association

- Section 1. **Membership.** Every Owner of a Dwelling Unit which, is subject by the Declaration to assessment by the Association, shall be a Member of the Association.
- Section 2. **Voting Rights.** Members shall be all those Owners as defined in Section One (1). Members shall be entitled to one vote for each Dwelling Unit in which they hold the interest required for membership by Section One (1). When more than one person holds such interest or interests in any Dwelling Unit all such persons shall be Members, and the vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Dwelling Unit. When one or more co-owners sign a proxy or purport to vote for his, her or their co-owners, such vote shall be counted unless one or more of the other co-owners is present and objects in writing delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, the vote shall be split in the same proportion the co-owners' interests appear in the records of the Clerk of Court of Lexington County pursuant to Article I, Section 1(f) hereinabove, but in the absence of such records reflecting the proportion of ownership, the vote shall be presumed to be divided equally among the co-owners.

ARTICLE IV

Property Rights in Common Property

- Section 1. **Member's Easements of Enjoyment.** Subject to the provisions of this Declaration, Association By-Laws and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and

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to the Common Property and such easement shall be appurtenant to and shall pass with the title of every Dwelling Unit.

Section 2. Title of Common Properties: The Association retains the legal title to all common properties as shown Exhibit "A" hereto.

Section 3. Other Easements. Notwithstanding any provisions herein, the Association may in its discretion retain, dedicate or transfer to any individual, public agency, authority or utility, or any private concern, easements over or through any roads, paths or open spaces which are part of the Properties in order to provide ingress and egress for necessary services.

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

- (a) The right of the Association, as provided in its By-Laws, to suspend the rights of any member to the enjoyment of the Common Property, except the right of ingress and egress, for any period during which such Member's assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the Covenants or the published rules and regulations of the Association, it being understood that any suspension for either non-payment of any assessment or a breach of the Covenants or the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay any assessment; and other fees for the use of the Common Property; and
- (b) The right of the Association to charge reasonable admission and other fees for the use of the Common Property; and
- (c) The right of the Association to dedicate or transfer to any public agency, utility or authority or any private concern, easements over or through any part of the Common Property; and
- (d) The right of the Association to give or sell all or any part of the Common Property, including leasehold interests, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purpose or as to the conditions thereof, shall be effective unless such dedication, transfer and determination as to purpose and conditions shall be authorized by the written vote of three-fourths (3/4) of the members (86). Written notice of the proposed agreement and resolution must be sent to every Member at least thirty (30) days, but not more than sixty (60) days in advance of the meeting. A true copy of such resolution with a certificate of the result of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association. Such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the membership.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Dwelling Unit shall, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) Annual assessments or charges; (2) Special Assessments for the purposes set forth in Section 3 of this Article, and to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments together with such interest and costs of collection therefore hereinafter provided shall be a charge and continuing lien on the land and all the improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. In the case of co-ownership of a Dwelling Unit, all such co-owners of the Dwelling Unit shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members of the Association, through the provision of community facilities and services and the improvement, maintenance, and operation of the Properties, including, but not limited to, the payment of any taxes and insurance thereon, the cost of maintenance, repairs, reconstruction, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, and the provision of roads, security and refuse collection throughout the Properties.

The Special Assessments shall be used for the purpose set forth in Section 3 of this Article.

Section 3. Special Assessments for Reconstruction, Improvements and Additions. The Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction on the Properties, including the following:

- (a) In the event the Association repairs or reconstructs a Dwelling Unit upon the default of its Owner after casualty thereto as provided in Article IX herein below, the cost of such repair or reconstruction to the Association together with interest thereon at the rate of eight (8%) per annum from the date monies are advanced for such purposes by the Association shall be added to and become part of an assessment levied against said Dwelling Unit and its Owner.
- (b) In the event a special assessment is levied against all Owners in order to repair or reconstruct a Dwelling Unit upon the default of the Owner of said Dwelling Unit to repair or reconstruct same as required herein, the cost to the Association of providing such repairs or reconstruction shall be recovered as part of the next annual assessment levied against said Dwelling Unit and its Owner, as provided in Article IX herein below;

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- (c) The cost of any unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto; or
- (d) The cost of any addition to the Common Property; providing that any such assessment shall have the assent of three-fourths (3/4) of the vote at a duly called meeting, written notice of which shall be sent to all Members at least thirty (30) but not more than sixty (60) days in advance and shall set forth the purpose of the meeting.

Section 4. Change in Basis and Maximum of Annual Assessments. The maximum annual assessment increase may not exceed 6% (six percent) increase per year, or 12% (twelve percent) over three (3) years unless such increase is approved by three-fourths (3/4) vote of the Members at a duly called meeting, written notice of which shall be sent to all Members at least thirty (30) but not more than sixty (60) days in advance and shall set forth the purpose of the meeting.

The Board of Directors of the Association may, after consideration of the current costs and future needs of the Association, fix the annual assessment for any year at an amount less than the applicable maximum annual assessment, but such action shall not constitute a waiver of its right to revert to the full assessment in subsequent years. However, if the Board of Directors fixes such annual assessment at an amount less than maximum and it subsequently determines that the amount assessed will not be sufficient for that year, the Board shall have the power to make a supplemental annual assessment, but in no event shall the sum of the initial and supplemental annual assessments in any one year exceed the applicable maximum. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under Article II, Section 2, hereof, and under the By-Laws of the Association.

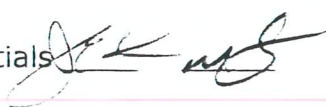
Section 5. Quorum for any Action Authorized. The presence at the meeting of Members and/or of proxies, entitled to cast sixty (60%) percent of the total vote of the membership (68) shall constitute a quorum. If the required quorum is not forthcoming at a meeting, another meeting may be called, subject to the notice required set forth in Section 3 and Section 4.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin on the first day of the month of the fiscal year of the association.

The due date of any special assessment under Section 3 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Dwelling Unit for each assessment period and shall at that time, prepare a roster of the Dwelling Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

The Board of Directors of the Association shall also determine the manner of payment of annual assessments, i.e., lump sum, monthly installments, etc.,



provided, however that the annual assessments shall be due and payable at least annually.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

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

Section 8. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon against which each such assessment is made which shall bind such property, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

If the assessment is not paid by the past due date as set out hereinabove, the assessment shall bear interest from the date of delinquency at the rate of eight (8%) percent per annum, and the Association may bring any action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No owner may waive or otherwise escape liability for the assessments by non-use of the Common Property or abandonment of his Dwelling Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties or any Dwelling Unit or Multi-Family Structure thereon, subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

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ARTICLE VI

Restrictions, Covenants and Conditions:


- Section 1. Restrictions. In order to preserve the character of LANDS END AT WATERGATE, Owners of Dwelling Units situated upon the Properties, their guests and tenants, are and shall be subject to the following restrictions, covenants and conditions;
- (a) The Association shall retain a right to make additional improvements on the Common Property, which improvements shall be considered part of the Common Property. Any costs incurred as a result of such improvements shall be the responsibility of the Association. Costs of maintenance and operation shall be an Association expense, and shall be assessed to the Owners by the Association.
 - (b) The Association reserves unto itself, and assigns the right to protect the Properties from erosion, and to go on, over and under the ground on said Properties to construct, erect, maintain and use roads, streets, electric and telephone wires, cables, conduits, sewers, water mains and other suitable equipment for transit over and through the Properties and for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Properties. These rights include the right to cut or plant any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to achieve the purposes stated;
 - (c) A Dwelling Unit shall be used for residential purposes only. Home occupation and/or business may be permitted as long as it is clearly incidental and secondary to the use of the dwelling for dwelling purposes; provided no items associated with the home occupation are stored outside of the dwelling proper; and such business does not significantly increase traffic within the Lands End community;
 - (d) An Owner, tenant or occupant shall not make structural modifications or alterations to his Dwelling Unit without the prior written approval of the Association, as provided in Article VII herein below;
 - (e) An Owner, tenant or occupant shall not place or cause to be placed in the passages, roads or other common access areas any obstructions of any kind. Such areas shall be used for no other purpose than for normal transit through them.
 - (f) An Owner, tenant or occupant shall grant the right of entry to the Association in case of an emergency originating in or threatening his Dwelling Unit, said permission being conclusively presumed to have been granted whether the Owner is present at the time or not.
 - (g) Boat docks and boat ramp are restricted to the use of residents and their guests;
 - (h) No Owner, tenant or occupant shall:
 - (1) Post any advertisements, posters or signs of any kind other than "for sale" or "for rent" and such signs shall be a window display, inside the Dwelling Unit, on the street side. Such signs can also be posted on the Lands End Community Bulletin Board;
 - (2) Hang garments, towels, rugs, or similar objects on the Properties;

- (3) Place garbage or trash outside the areas provided for such purposes;
 - (4) Act so as to interfere unreasonably with the peace and enjoyment of the residents of the other Dwelling Units on the Properties;
 - (5) Maintain any animals, livestock, pets or pet enclosures on the Properties; except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for a commercial purpose, and that they do not otherwise constitute a nuisance. All pets must be leashed while on the Common Property, and all owners of pets hereby assume full responsibility for any damage or injury caused by said pets;
 - (6) Place personal items of any kind on the Common Property, except as authorized by the Association;
 - (7) Install any television and/or radio antennae, satellite dishes, or similar objects on the Properties, except as authorized by the Association;
 - (8) Swim in any area other than areas so designated by the Association;
 - (9) Place or store boats, boat trailers, or any other type of trailer in any area other than those areas so designated by the Association;
 - (10) Make any immoral, improper, offensive or unlawful use of the Properties; or violate any laws, zoning ordinances or regulations of any governmental body having jurisdiction thereof;
 - (11) Make or permit any use of the Properties which will increase the rate of insurance thereon; or
 - (12) Park in any space other than the number space assigned to their Unit or on the Unit's street side patio. Guests may park on a temporary basis in the spaces designated for visitors.
- (i) The Association reserves the right to direct any member to cease any activity that interferes with other Member's peaceful enjoyment of common areas as otherwise in compliance with the By-Laws. The Association shall reserve its standing to enforce any such requests in the appropriate Court.

Section 2. Association Held Harmless. Notwithstanding the duty of the Association to maintain and repair the Common Property, the Association shall not be liable to Owners, tenants or guests for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons, so long as the Association maintains public liability insurance with a minimum coverage of \$100,000.00 per accident.

Section 3. Fines: Fines can be issued for an infraction of the Covenants and Restrictions, By-Laws, or Rules and Regulations. Owners must be contacted in writing of their infraction and be provided with a timeframe for correction of the infraction. Owners will be given seven days to appeal the infraction.

If the infraction is not corrected within the time specified, the Board has the authority to fine the owner(s) until the infraction is corrected. Fines can range from 25% to 75% of the monthly regime fee. If the infraction is not corrected in

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30 days, a daily fine of 10% of the monthly regime fee may be imposed until the infraction is corrected.

The fine will be determined by the Board based on the severity of the infraction: minor, moderate, or major.

Section 4. Appeal Process: An Appeals Committee shall be appointed by the Board to hear appeals from homeowners who feel that the Board has misinterpreted the Covenants and Restrictions, By-Laws or Rules and Regulations, or that the penalty or fine imposed by the Board is unfair or discriminatory.

The Appeals Committee shall be composed of five members appointed for three year staggered terms. The initial appointments shall be one member for one year, two members for two years and two members for three years. In the case of a vacancy on the Committee, the appointment will be for the unexpired term of the person whose vacancy is being filled.

An appeal shall be heard by a minimum of three members of the Committee. Any committee member being an owner on the same street as the appellant shall automatically be disqualified from participating in the appeal. If one or more of the members of the Committee do not believe that they can give an impartial hearing to the appellant, then the Committee shall be empowered to make temporary appointments to the Committee so that the appeal can be heard by a minimum of three persons.

The Committee shall have the authority to uphold, modify or nullify the fine or penalty imposed by the Board. The action of the Committee shall be final.

Section 5. Rentals. Any rental of Dwelling Units on the Properties will be at monthly rates and under conditions established by the Board of Directors of the Association. Owners may not rent a Dwelling Unit for less than 30 consecutive days. Owners who rent their Dwelling Units are responsible for actions of their tenants. The number of tenants of a rental unit, not related by blood or marriage, may not exceed the number of bedrooms for the unit.

ARTICLE VII

Architectural Control

Section 1. Review and Approval for Additions, Alterations, or Changes to Structures. No exterior modification to an existing structure shall be made without prior approval by the Board of Directors of the Association. The plans and specifications showing the nature, kind, shape, height, materials and location of the proposed change to the structure must be submitted to the Board in writing. The Board shall issue a receipt of the application showing the name of the applicant, date and time application was received.

The Board of Directors shall refer the application to an Architectural Committee, which shall be appointed annually by the Board.

The Committee shall review and recommend to the Board the approval or disapproval of the proposed modification. The Board and Committee shall take into consideration the harmony and compatibility of its external design and location with the surrounding structures and topography. In the event the Board fails to approve or disapprove the request within forty-five (45) days after said plans and specifications have been submitted and receded, approval will not be required and this Article will be deemed to have been fully complied with.

The maintenance of the modifications made in accordance with this section shall be the responsibility of the homeowner.

When general exterior maintenance is performed by the Association, such as painting, re-roofing, gutter replacement, etc., the cost of performing this maintenance to the modified portion of the unit will be the financial responsibility of the homeowner. The homeowner will be required to reimburse the Association for the cost of the maintenance.

Section 2. Review and Approval for Additions, Alterations, or Changes to Landscaping. No landscaping modification shall be made on Common Property without prior approval from the Board of Directors of the Association. The plans and specifications showing the nature, kind, shape, height, materials and location of the proposed change must be submitted to the Board in writing. The Board shall issue a receipt of the application showing the name of the applicant, date and time application was received.

The Board of Directors shall refer the application to the Grounds Committee, which shall be appointed annually by the Board.

The Committee shall review and recommend to the Board the approval or disapproval of the proposed modification. The Board and Committee shall take into consideration the harmony and compatibility of its external design and location with the surrounding structures and topography. In the event the Board fails to approve or disapprove the request within forty-five (45) days after said plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with.

The Association reserves the right to plant new trees, bushes, shrubs and flowers to enhance Common Property. Obstructive plantings or other objects which exceed three (3) feet in height at maturity may not be planted or placed on Common Property in such a manner to impact the lake view without the express written approval of all current owners whose view of the lake would be impacted.

The Association reserves the right to remove any trees, bushes, shrubs and flowers that are deemed not appropriate for the space allotted for them and/or that contribute to the damage of Common Property or Dwelling Units.

Section 3. Street-Side Patios. Street-side patios in addition to being used as outside living spaces are designed to be one of two designated parking spots for each unit.

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- (a) If any item has the potential to obstruct or block another owner's view from their patio or window the owner must obtain permission from all neighbors that are affected by the placement of such items on the owner's patio.
- (b) Larger, more expensive sunshades, umbrellas, patio covers, hot tubs, etc. must be submitted in the same manner as an architectural modification application.
- (c) No aluminum, metal or PVC structures are allowed.
- (d) Any structure that exceeds the height of the party wall, other than a collapsible umbrella, requires architectural modification review and approval.
- (e) Changes to owners parking patios that infringe or block the use of neighboring patios or access to neighbors units are prohibited.
- (f) Items that meet the guidelines established in the preceding list that can be installed and removed without modification to the parking area, party walls or the structure are allowed. These items include and not limited to umbrellas without advertising, grills, or patio furniture. Before these items are considered for placement on the street-side patios the owner must consider if they will blend into the community. Special attention to style, width and height must be considered.
- (g) The Architectural Review Committee is available to all owners for consultation on any items prior to purchase or installation.

ARTICLE VIII

Party Walls

- Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Dwelling Units upon the Properties and placed on the dividing line between the lots on which said Dwelling Units are situated shall constitute a Party Wall. This said Party Wall consists of the interior and exterior walls dividing the units and the masonry walls that separate concrete patios and parking areas. The general Rules of Law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply thereto.
- Section 2. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use.
- Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall or the Association, as provided herein, may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- Section 4. Interior Party Walls. Notwithstanding any other provisions of this Article, an Owner who by his negligence or willful act causes damages to the Interior Party

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Wall shall bear the whole cost of furnishing the necessary protection against such elements.

- Section 5. Right to Compensation Runs with Land. The right of any Owner to compensation from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.
- Section 6. Arbitration. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decisions shall be by a majority of all the arbitrators.

ARTICLE IX

Maintenance and Insurance

- Section 1. Exterior Maintenance. In addition to maintenance of the Common Property, the Association shall provide exterior maintenance which is subject to assessment hereunder, as follows: Painting, repair, replacement, and care of roofs, gutters, downspouts, exterior building surfaces, unaltered balconies, railings and utility gates and fences, subject to the conditions set forth in this Article. Such exterior maintenance shall not include glass surfaces and exterior doors. In order to enable the Association to accomplish the foregoing and any repairs or reconstructions as provided in this Article, there is hereby reserved to the Association the right to unobstructed access over, through and upon each Dwelling Unit at all reasonable times when necessary to perform such maintenance, repairs or reconstruction, as provided in this Article.
- Section 2. Insurance. Each Owner of each Dwelling Unit hereby covenants by acceptance of a deed therefore to procure and maintain adequate casualty insurance coverage on his Dwelling Unit in an amount adequate to rebuild said Dwelling Unit in the event of casualty thereto, and in the event of any damage or casualty to repair or rebuild said Dwelling Unit to its original specifications. In the event that the Association determines there is a need for any maintenance, repair, or replacement other than exterior maintenance as set forth above, the Owner shall be notified by the Association to perform such maintenance, repair or replacement. The Owner shall be considered in default under the provisions of this Article if his Dwelling Unit is not repaired or rebuilt within sixty (60) days of the casualty thereto, unless repair or reconstruction is delayed by causes beyond the Owners control. The Association, in default of the Owner, is authorized to perform such maintenance, replacement, or repairs and the cost of the same to the Association shall be added to and become part of the next annual assessment to which the repaired Dwelling Unit is subject, as provided in Article V herein above. Each Dwelling Unit owner is required to provide to the Association proof of casualty insurance on an annual basis.

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General Provisions

Section 1. Duration and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Dwelling Units (76) has been recorded agreeing to change this Declaration in whole or in part.

This Declaration may be amended in whole or in part at any time by recorded instrument signed by the then-Owners of two-thirds (2/3) of the Dwelling Units (76). Any agreement to change this Declaration shall be effective six (6) months from the date said agreement is recorded in the Office of the Clerk of Court for Lexington County.

Section 2. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing. Notice to one or two or more co-owners of a Dwelling Unit shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary of the Association in writing of any change of address.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any provision of this Declaration, either to restrain violation or to recover damages, and against the land to enforce any lien created by this Declaration; and failure by the Association or any Owner to enforce any provisions herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

In the event the Association is successful in any legal action to seek enforcement of these Covenants against any member or owner that the Association shall be entitled to reimbursement for reasonable attorney's fees and costs of said action.

Section 4. Severability. Should any covenant or restriction herein contained, or any Article, Section, Sub-section, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 5. Captions. Paragraph titles or captions contained in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of any provision of this Declaration.

Initials



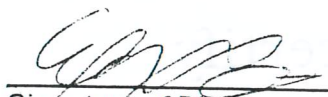
Section 6. Applicable Law. This Declaration and the rights of the parties hereunder shall be interpreted in accordance with the laws of South Carolina.

The foregoing Declaration of Covenants and Restrictions is hereby approved and accepted as binding upon Lands End Owners Association, Inc., its successors and assigns.

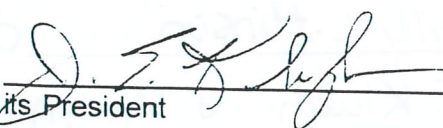
IN WITNESS WHEREOF, Lands End Owners Association, Inc. has caused this instrument to be executed this 16th day of August, 2011, by its president and attested by its secretary.

WITNESSES:

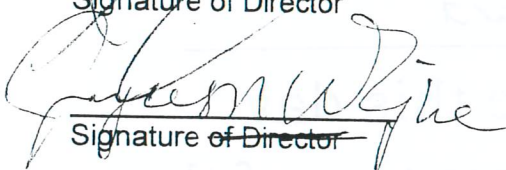
LANDS END OWNERS ASSOCIATION, INC.



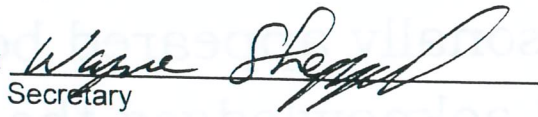
Signature of Director

By 

As its President



Signature of Director

Attest 

As its Secretary

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

I, Emily L. Hinson do hereby certify
that J.E. Klugh + Wayne Sheppard

Personally appeared before me this day
and acknowledged the due execution of the
foregoing instrument.

Witness my hand and official seal this
19th day of August, 2011.

Emily L. Hinson

NOTARY PUBLIC

STATE OF SC

MY COMMISSION EXPIRES: 2-4-20