



PUBLIC SAFETY COMMITTEE MEETING

MONDAY, FEBRUARY 2, 2026 | 6 PM

1st Committee Meeting

The Committee will meet in Mauldin City Hall at 5 East Butler Road in the Council Chambers at 6 p.m.

The meeting will be available remotely through Zoom. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing.
A quorum of Council will be present.

**PUBLIC SAFETY COMMITTEE
MEETING FEBRUARY 2, 2026
CITY HALL - COUNCIL
CHAMBERS 5 E. BUTLER
ROAD**

Committee Members: Carol King (Chair), Frank Allgood, and Jason Kraeling

- | | |
|---|------------------------|
| 1. <u>Call to Order</u> | Chairperson Carol King |
| 2. <u>Public Comment</u> | Chairperson Carol King |
| 3. <u>Reading and Approval of Minutes</u> | Chairperson Carol King |
| a. Public Safety Committee Meeting: December 1, 2026 [Pages 3-4] | |
| 4. <u>Reports or Communications from City Officers</u> | Chairperson Carol King |
| a. Fire Chief Brian McHone | |
| b. Chief Administrative Judge Donna DeRado | |
| c. Police Chief George Miller | |
| 5. <u>Unfinished Business</u> | Chairperson Carol King |
| There is no unfinished business. | |
| 6. <u>New Business</u> | Chairperson Carol King |
| a. MOU - Statewide Court Management System (CMS)[Pages 5-18] | |
| b. Hidden Lake Preserve HOA No Parking on Certain Streets [Pages 19-63] | |
| 7. <u>Public Comment</u> | Chairperson Carol King |
| 8. <u>Committee Concerns</u> | Chairperson Carol King |
| 9. <u>Adjournment</u> | Chairperson Carol King |

MINUTES
PUBLIC SAFETY COMMITTEE MEETING
DECEMBER 1, 2025
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD
3rd committee meeting

Committee Members present: Carol King (Chair), Frank Allgood, and Jason Kraeling
Others present: Police Chief George Miller, Judicial Director/ Chief Municipal Judge Donna DeRado, City Administrator Seth Duncan, and Assistant City Administrator Greg Saxton. Fire Chief Brian McHone was not present.

1. Call to Order- Chairwoman King

2. Public Comment- None

3. Reading and Approval of Minutes

a. Public Safety Committee Meeting: November 3, 2025

Motion: Councilman Kraeling made a motion to approve the minutes with Councilman Allgood seconding.

Vote: The vote was unanimous (3-0).

4. Reports or Communications from City Officers

a. Chief Administrative Judge Donna DeRado- Judge DeRado reported the budget looks good. The last jury trial term of the year will take place next week.

b. Police Chief George Miller- Chief Miller reported new cars have been ordered. The new Axon cameras have been installed in all police vehicles along with license plate readers, which have been extremely helpful. The department is ready for the Christmas parade and tree lighting.

5. Unfinished Business- There is no unfinished business.

6. New Business

a. Judicial Appointment – The department has a vacancy in one of the Associate Trial Judge positions. Municipal Judge Tina McMillan applied for the position. Judge McMillan has over 15 years of trial judge experience, serving most of those years as a Spartanburg County Magistrate. She currently serves as Chief Judge for City of Cowpens and also for the City of Chesnee. Judge McMillan is in good standing with SC Bar and all CLE credits and certifications regarding her current title are up-to-date.

There is no fiscal impact to the City associated with this request as the Judicial budget already includes the financial obligation for this position.

Motion: Councilman Kraeling made a motion to forward this item to Council with a recommendation of approval with Councilman Allgood seconding.

Vote: The vote was unanimous (3-0).

7. Public Comment- None

8. Committee Concerns- None

9. Adjournment- Chairwoman King adjourned the meeting at 6:27 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

PUBLIC SAFETY COMMITTEE

AGENDA ITEM SUMMARY

MEETING DATE: February 2, 2026

AGENDA ITEM: 6a

TO: Public Safety Committee
FROM: Donna DeRado, Judicial Director
SUBJECT: MOU - Statewide Court Management System (CMS)

REQUEST

To execute a software support and hosting service MOU for Mauldin Municipal Court and the Statewide Court Management System (CMS).

HISTORY/BACKGROUND

Mauldin Municipal Court has been operating within the judicial side of the Lawtrak software system in conjunction with the Mauldin Police Department on the law enforcement side. Mauldin Court has been operating within the Lawtrak system since approximately 2002. With the recent sale of Lawtrak, their unknown future capabilities and decline in support services, we started exploring other potential options with upgraded function and abilities.

ANALYSIS or STAFF FINDINGS

After researching several different third-party software systems, both independent and ones with a compatible law enforcement side, we feel converting over to the SCJB unified Statewide software system (CMS) is most beneficial and efficient for the following reasons: cost, cloud based hosting service, automatic SLED and SCDMV reporting functions, live access to SC Court Administration uploaded forms, connected jury management software system, set off debt module, public index case search function (including past cases converted over), internal case transfers and sealed sentence access to magistrate and circuit courts, upgraded counter credit card payment service and new online payment system through sc.gov.

FISCAL IMPACT

CMS annual support fee is \$3500 (due July 1 each year) and a one-time data conversion cost not to exceed \$5,000 (payable 30 days after conversion is complete). The annual support fee also includes 24/7 technical support.

RECOMMENDATION

To authorize the City Administrator and Chief Judge to execute an MOU to convert Mauldin Court from Lawtrak software system to Statewide CMS software system.

ATTACHMENTS

-
- CMS LAWTRAK COMPARISON
 - MUNICIPAL COURTS ON CMS
 - CMS MOU

CMS vs. Lawtrak

<u>Feature / Capability</u>	<u>CMS</u>	<u>Lawtrak</u>
Automatic reporting to SLED	✓	✗
eCitation upload integration from SCUTTIES	✓	✓
Automatic eDisposition reporting (SCDMV)	✓	— (Partial)
Setoff Debt module	✓	✓
Jury Management System	✓	✓
Automated year-end reporting to Court Administration	✓	✗
Countywide Public Index search	✓	✗
Bond court case transfers (GS ↔ Bond Court)	✓	✗
Standard statewide processes, codes & forms	✓	— (Partial)
Comprehensive financial reporting	✓	✓
SC Monthly Revenue Report	✓	✓
Credit card payments (online & in-person)	✓	— (Third Party)
Reporting tools for case & court management	✓	✓
Automated uploaded forms from SC Court Administration	✓	✗
Direct police-to-court case connectivity	✗	✓

County #	County	Court	Court Type
01	Abbeville	Due West Municipal Court	Municipal Court
02	Aiken	Aiken Municipal Court	Municipal Court
02	Aiken	North Augusta Municipal Court	Municipal Court
03	Allendale	Fairfax Municipal Court	Municipal Court
04	Anderson	Belton Municipal Court	Municipal Court
04	Anderson	Honea Path Municipal Court	Municipal Court
04	Anderson	Pendleton Municipal Court	Municipal Court
04	Anderson	West Pelzer Municipal Court	Municipal Court
04	Anderson	Anderson Municipal Court	Municipal Court
04	Anderson	Williamston Municipal Court	Municipal Court
06	Barnwell	Barnwell Municipal	Municipal Court
06	Barnwell	Blackville Municipal	Municipal Court
06	Barnwell	Williston Municipal	Municipal Court
07	Beaufort	Beaufort Municipal Court	Municipal Court
07	Beaufort	Bluffton Municipal	Municipal Court
08	Berkeley	Hanahan Municipal	Municipal Court
08	Berkeley	Moncks Corner Municipal	Municipal Court
10	Charleston	Charleston Municipal Court	Municipal Court
11	Cherokee	Blacksburg Municipal	Municipal Court
15	Colleton	Walterboro Municipal Court	Municipal Court
17	Dillon	Dillon Municipal Court	Municipal Court
18	Dorchester	Harleyville Municipal	Municipal Court
18	Dorchester	Ridgeville Municipal	Municipal Court
18	Dorchester	Summerville Municipal	Municipal Court
20	Fairfield	Winnsboro Municipal Court	Municipal Court
20	Fairfield	Ridgeway Municipal Court	Municipal Court
22	Georgetown	Andrews Municipal	Municipal Court
22	Georgetown	Georgetown Municipal	Municipal Court
22	Georgetown	Pawleys Island Municipal	Municipal Court
23	Greenville	Travelers Rest Municipal Court	Municipal Court
23	Greenville	Fountain Inn Municipal Court	Municipal Court
23	Greenville	Greer Municipal Court	Municipal Court
24	Greenwood	Ninety-Six Municipal	Municipal Court
24	Greenwood	Ware Shoals Municipal	Municipal Court
26	Horry	Atlantic Beach Municipal	Municipal Court
26	Horry	Aynor Municipal Court	Municipal Court
26	Horry	Conway Municipal Court	Municipal Court
26	Horry	Loris Municipal Court	Municipal Court
26	Horry	Myrtle Beach Municipal Court	Municipal Court
26	Horry	North Myrtle Beach Municipal Court	Municipal Court
26	Horry	Surfside Beach Municipal Court	Municipal Court
27	Jasper	Hardeeville Municipal	Municipal Court
27	Jasper	Ridgeland Municipal	Municipal Court
30	Laurens	Clinton Municipal Court	Municipal Court
30	Laurens	Gray Court Municipal	Municipal Court
31	Lee	Lynchburg Municipal	Municipal Court

32	Lexington	Chapin Municipal Court	Municipal Court
32	Lexington	Irmo Municipal Court	Municipal Court
32	Lexington	Batesburg Leesville Municipal Court	Municipal Court
37	Oconee	West Union Municipal	Municipal Court
37	Oconee	Seneca Municipal Court	Municipal Court
37	Oconee	Westminster Municipal	Municipal Court
39	Pickens	Central Municipal Court	Municipal Court
39	Pickens	Clemson University Municipal Court	Municipal Court
39	Pickens	Easley Municipal Court	Municipal Court
40	Richland	Columbia Municipal Court	Municipal Court
41	Saulda	Saluda Municipal	Municipal Court
42	Spartanburg	Cowpens Municipal	Municipal Court
42	Spartanburg	Spartanburg Municipal	Municipal Court
42	Spartanburg	Pacolet Municipal Court	Municipal Court
43	Sumter	Sumter Municipal Court	Municipal Court
43	Sumter	Pinewood Municipal	Municipal Court
43	Sumter	Mayesville Municipal	Municipal Court
46	York	Clover Municipal	Municipal Court
46	York	Fort Mill Municipal	Municipal Court
46	York	Tega Cay Municipal	Municipal Court
46	York	York Municipal	Municipal Court

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

**Statewide
Court Case Management System
(CMS)**

**Software Support and Hosting Services
Memorandum of Understanding
for Courts Hosted by SCJB**

MUNICIPALITY OF MAULDIN

Agreement Date

This document identifies the responsibilities of the Municipality of Mauldin and the South Carolina Judicial Branch for ongoing support and hosting services for the Statewide Court Case Management System (CMS).

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

INTRODUCTION

The South Carolina Judicial Branch (SCJB) is hosting the statewide Court Case Management System for the counties and municipalities of South Carolina in accordance with this document. Each municipality decides whether or not to have SCJB host, operate, and support this application for them on an individual basis. If a municipality decides to have SCJB host them, then this document serves as the description of the responsibilities of both the municipality and SCJB.

The statewide Court Case Management System is an application that is developed, maintained, trained and supported by the South Carolina Judicial Branch (SCJB) to serve the operational needs of the Summary and Circuit Courts of South Carolina. SCJB has an in-house Court CMS application and support staff that work full-time on the Court CMS. The Court CMS application is inclusive of both the Case Management System and the Jury Management System (JMS).

This document identifies the responsibilities for ongoing support and hosting services for the Court CMS by SCJB for the courts. Specifically, this document identifies the following:

- I. Period of Memorandum of Understanding (MOU)
- II. Municipality of <Municipality> Responsibilities
- III. SCJB Responsibilities
- IV. Ownership of Data
- V. Support Procedures
- VI. Performance Measures
- VII. Cost to the Municipality
- VIII. Signatures

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

Memorandum of Understanding (MOU)

This Memorandum of Understanding is entered into this _____ day of _____, _____, by and between the MUNICIPALITY OF MAULDIN hereinafter referred to as the *Municipality*,

AND

THE SOUTH CAROLINA JUDICIAL BRANCH hereinafter referred to as the *SCJB*.

The SCJB is providing the Municipality with the statewide Court Case Management System, hereinafter referred to as *Court CMS*.

I. PERIOD OF MEMORANDUM OF UNDERSTANDING (MOU)

This MOU shall be in effect during the time the Municipality utilizes the Court CMS hosting by SCJB.

II. MUNICIPALITY RESPONSIBILITIES

- A. The Municipality must keep all court computers, scanners, and printers in good working condition.
- B. The Municipality must keep all computers up to date with critical security (including virus and spyware) and operating system patches and updates.
- C. The Municipality must keep all court computers up-to-date with the minimum hardware, operating system, and Microsoft Office versions as identified as minimum system requirements for the court as provided under the Support and FAQ tabs on the SCJB CMS Portal Page (<https://cmsportal.sccourts.org/>).
- D. The Municipality must maintain reliable email such that all court users in the Municipality have a valid and working email address.
- E. The Municipality must maintain a reliable, high-speed internet connection of adequate bandwidth as mutually agreed to by the Municipality and the SCJB.
- F. The Municipality must maintain local area network wiring and/or wireless connections within the judicial facilities in good working condition for use and access by the court users.
- G. The Municipality must provide written notice of staff changes to the SCJB within five (5) working days so credentials can be created, updated, or scheduled for deletion as appropriate. In cases of emergency departure of staff, the Municipality should provide written notice to the SCJB within 24 hours of the change.
- H. The Municipality must follow the procedures identified in the Support Procedures section of this document when requesting support from the SCJB.

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

- I. The Municipality is responsible for enforcing an Acceptable Use Policy (AUP) for all CMS users.
- J. The Municipality shall support and assist the SCJB in identifying and clarifying problems encountered by the Municipality and shall make available source documents or data files as may be necessary to isolate or replicate a problem condition.
- K. The Municipality shall maintain the most recent version of Citrix workspace installed on all court computers using CMS. Only printers and scanners on the Citrix compatibility list will be supported.
- L. Any municipal court which chooses to participate in the Judicial Branch's Statewide Court Case Management System must comply with all provisions of this Order [*Financial Accounting Order dated 10/26/2017*]. Only court personnel may receive and/or disburse court funds. This subsection applies to all municipalities currently in agreement to so participate, and all municipalities who agree to so participate subsequent to the effective date of this Order.

III. THE SCJB RESPONSIBILITIES

- A. For the hosting of the Court CMS, the SCJB will follow industry best practices and standards for the operation and support of this system. The SCJB will employ the same rigor and standards to the hosting of the Court CMS for the counties and municipalities as it does for its own internal systems for the Supreme Court, Court of Appeals, Office of the Chief Justice, and Court Administration. For the hosting of the Court CMS, the SCJB has the following responsibilities pertaining to the production environment:
 - 1. The SCJB will maintain the Court CMS operational on dedicated servers within the SCJB data center.
 - 2. The SCJB will utilize a Citrix hosting platform that enables the users to access the Court CMS through a compatible browser.
 - 3. The SCJB will keep the Court CMS production systems current with all security and operating system patches.
 - 4. The SCJB will hold and maintain the licensing of the required commercial-off-the-shelf (COTS) software current (i.e., SQL Server, Citrix, Microsoft operating systems, etc.) on the Court CMS production systems.
 - 5. The SCJB will keep the hardware components of the Court CMS production systems operational and in good working condition.
 - 6. The SCJB will operate the current release of the Court CMS in the hosted production environment. Note that upon distribution of a new release of the Court CMS, the hosted production environment will be operating one (1)

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

release back until production testing is successfully completed on the new release of the Court CMS.

7. The SCJB will perform data and system backups in accordance with the SCJB System and Data Backup Schedule:
 - a) Incremental database backups occur hourly and full database backups are conducted nightly.
 - b) Complete system OS backups are conducted nightly.
 - c) Backup media are stored and maintained in accordance with the SCJB System and Data Backup Schedule.
8. The SCJB will follow the procedures as defined in the SCJB Disaster Recovery Plan (in process) in the event that data needs to be restored.
9. The SCJB will provide Court CMS production environment security in accordance with the SCJB Technology Security Policy (in process).
10. The SCJB will provide system administration to the Court CMS production environment by the SCJB authorized system administrators only.
11. The SCJB will perform general system maintenance after normal business hours. Users will be provided with at least one (1) week of notice of general system maintenance.
12. The SCJB will perform emergency system maintenance when issues are severely impacting system integrity and/or performance. In these situations, the SCJB will address the issues in the production environment utilizing every available means to rectify the problem. In some severe cases, the production environment systems may be shut down immediately. When emergency system maintenance is needed and/or taking place, notification will be sent to the Court CMS users with an estimated time when service will resume. Note that the SCJB reserves the right to restrict or stop all system operations in the event of any major system issues that may cause loss of operational integrity, unauthorized data movement or loss and/or potential corruption across the system.
13. The SCJB will install, configure, and put into the production environment, new releases, patches, upgrades, and versions to the Court CMS after it has been issued for production and it has been tested and validated for production by the CMS support team.

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

- B. The SCJB has the following responsibilities for the software support, maintenance, and enhancements of the Court CMS.
1. Application software support services for the current version of the Court CMS and one (1) version back from the current version of the Court CMS.
 2. Application software support services through the SCJB Call Center for the Court CMS during normal working hours of Monday through Friday, 8:30 am – 5:00 pm. Services include technical assistance in troubleshooting and resolving problems/questions associated with the Court CMS.
 3. Application software support services are available through the SCJB paging notification system after hours, during holidays, and weekends.
 4. Court CMS enhancements developed by the SCJB shall be made available as an update to the current version.
 5. New releases of the Court CMS are made available periodically, which include major and significant technical updates and functional improvements.
 6. Testing of new releases, patches, upgrades, and versions of the Court CMS to validate its readiness for the production environment.
 7. Table configuration changes, e.g., the addition of officers or new users, will be performed by the authorized SCJB system administrator support person.
 8. Updates to the Court CMS which are required as a result of changes to the laws, regulations, legislation, administrative directives, or rules of the State of South Carolina or the uniform rules of South Carolina Courts.
 9. If system issues arise that require modifications of the application or non-development data that are not a result or caused by the operations of the SCJB production environment, the procedures defined for modifications to the Court CMS as documented in the *SCJB Court CMS Application Modification Procedures* will be followed.

IV. OWNERSHIP OF DATA

Data collected is the property of the **Mauldin Municipal Court** and no use shall be made thereof without the written permission of the **Mauldin Municipal Court**.

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

V. SUPPORT PROCEDURES

The SCJB Call Center is the means of communication between the **Mauldin Municipal Court** and the SCJB regarding Court CMS issues.

- A. During normal working hours of Monday through Friday, 8:30 am through 5:00 pm, SCJB will provide support through the SCJB Call Center utilizing the standard Court CMS support procedures:
 - 1. The **Mauldin Municipal Court** will designate a person as the first level of support (Tier I support).
 - 2. End users will contact the designated Tier I person in their court agency when Court CMS questions or issues arise.
 - 3. If the problem cannot be resolved by the Tier I support person, that person will log a support ticket in the SCJB call tracking system. The call tracking system is monitored by the SCJB support team at the SCJB Call Center. The SCJB support team will communicate with the Tier I support person to answer the question or resolve the issue.
 - 4. Requests for table configuration changes, e.g., the addition of officers or new users, will be submitted through the SCJB call tracking system.
- B. After hours, during holidays, and weekends, end users may access the SCJB paging notification system by calling 803-734-1200 to request technical assistance for emergency issues.

VI. PERFORMANCE MEASURES

Three primary performance measures will be monitored, reported, and reviewed by the SCJB with each hosted county on a periodic basis.

- A. Court CMS system uptime of the hosting operations production systems will average 99% on an annual basis.
- B. The SCJB will acknowledge support calls during normal business hours within 20 minutes. Note that the SCJB will make best effort to readily resolve the issue; however, depending upon the magnitude, scope, difficulty of troubleshooting, and criticality of the issue, resolution may take longer than 20 minutes.
- C. The SCJB will acknowledge support calls during holidays, weekends, and after hours within 30 minutes. Note that the SCJB will make best effort to readily resolve the issue; however, depending upon the magnitude, scope, difficulty of troubleshooting, and criticality of the issue, resolution may take longer than 30 minutes.

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

VII. COST TO THE MUNICIPALITY

Hosting Operations and Application Support

The Municipality of **Mauldin** will pay the SCJB's approved base hosting/support cost of **\$3,500.00** to the SCJB on an annual basis beginning on **July 1, 2026**.

Lawtrak Data Conversion Options

If the Municipal Court would like their data converted, SCJB offers data conversion at a one-time cost to the Municipality. The one-time data conversion cost will be in addition to the base hosting/support cost stated in the above Hosting Operations and Application Support section. If you require the data conversion, all Municipal cases will be converted from the legacy system to the Municipal court agency in CMS. All codes, i.e. charge codes, disposition codes, cost codes, etc., are translated to state standards and all cases are available in the primary Municipal court agency. The cost of the full data conversion is not to exceed \$5,000.00. This is based on a rate of \$125 per hour. The municipality will be invoiced by SCJB for the actual time consumed for data conversion tasks. Payment will be due 30 days after invoice.

VIII. COST ADJUSTMENTS

The SCJB's approved base costs for Hosting Operations and Application support are subject to increase at a rate not to exceed the CPI index (annually adjusted) beginning in FY 2022-2023.

IX. NON-APPROPRIATION

Any contract entered into by the Municipality shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

SOUTH CAROLINA JUDICIAL BRANCH (SCJB)

VIII. SIGNATURES

SOUTH CAROLINA JUDICIAL BRANCH

CITY OF MAULDIN

Signature

Date

Signature

Date

Name (Please Print.)

SCJB Director of Information Technology
Title

Name (Please Print.)

City Manager
Title

Signature

Date

Name (Please Print.)

Clerk of Court
Title

Signature

Date

Name (Please Print.)

Judge
Title

PUBLIC SAFETY COMMITTEE AGENDA ITEM SUMMARY

MEETING DATE: February 2, 2026
AGENDA ITEM: 6b

TO: Public Safety Committee
FROM: Seth Duncan, City Administrator; George Miller Chief of Police
SUBJECT: Hidden Lake Preserve HOA No Parking on Certain Streets

REQUEST

Staff is presenting a request from the Hidden Lake Preserve Home Owners Association for the designation of certain streets within Hidden Lake Preserve as *No Parking*.

HISTORY/BACKGROUND

Last fall, residents from Hidden Lake Preserve presented a request to the City to designate certain streets as *No Parking*. Hidden Lake Preserve is a subdivision located off Ashmore Bridge Road and Standing Springs Road. As shown below, the HOA is requesting portions of Butterfly Lake Court, Flying Squirrel Way,



Beaverlodge Way and Starlight Drive (shown in red) to be designated as no parking. The HOA is requesting only one side of the roadway as no parking.

Just recently the HOA Board voted to support these parking restrictions and they were presented to the community during their annual meeting last summer, according to a letter provided. The letter is included below.

In researching this request, staff learned that the HOA's Covenants in Section 11.16 Parking and Vehicles stipulates the following: "**passenger automobiles may be parked in driveways**, if the number of vehicles owned by the Owner exceeds the capacity of the garage, **but cannot be parked on any street overnight**" (**emphasis added**). Therefore, it could be determined that the HOA Covenants allow for intermittent on-street parking at any time of day, but does not allow for overnight parking on any street. The request of the HOA is for City Council to designate a portion of certain streets as no parking at any time and every day and would then be subject to enforcement actions by Mauldin Police Department. It is not known at this time if the HOA has or is enforcing the overnight restriction within the neighborhood. Generally, the City does not enforce covenants and restrictions of an HOA beyond ordinances adopted by City Council.

Mauldin City Code in Section 38-84 provides City Council with the ability to make parking unlawful at any time upon any of the streets so designated. The Code specifically states:

When signs are erected giving notice thereof, it shall be unlawful to park a vehicle at any time upon any of the streets so designated. The city administrator may designate such areas with the recommendation of the traffic engineer or by direction of the city council.

Additionally, Section 38-81 says it is unlawful to park in a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for free movement of vehicular traffic. Three of the four streets are approximately 24' wide with the other (Butterfly Lake) is approximately 22' wide. For reference, the average passenger vehicle is less than 7 feet wide and the average emergency vehicle is less than 10 feet wide. Therefore, on a 24' wide roadway, two vehicles could technically park side by side and still leave the minimum 10 feet required, but not on a 22' roadway.

RECOMMENDATION

Staff recommends the Committee discuss the request.

ATTACHMENT(S)

- Hidden Lake Preserve HOA Parking Request
- Hidden Lake Preserve Covenants

Hidden Lake Preserve Homeowners Association
Starlight Dr
Greenville, SC 29605



Seth Duncan
City Administrator
City of Mauldin
5 E. Butler Road
Mauldin, SC 29662

Subject: Request for the City of Mauldin to develop and deploy a parking restrictions plan that would limit parking within designated areas within our neighborhood.

The Hidden Lake HOA Board has voted as of January 12, 2026 to certify the plan to restrict parking within our neighborhood, which contains Starlight Drive, Beaver Lodge Way, Butterfly Lake Court and Flying Squirrel Way. With that vote we approve a plan to deploy signage that would legally restrict visitors and residents from parking on specific sides of the streets to allow for more room on the road for passage of emergency vehicles, school buses, utility vehicles and regular traffic. We believe this approach will aid in access to residents and emergency vehicles and likely save lives as well as time.

The specifics of the request are as follows:

1. Starlight Drive will not be restricted from the intersection with Standing Spring Road to Beaver Lodge Way, but after Beaver Lodge Way, Starlight Drive will only have parking on the sidewalk side of the street.
2. Beaver Lodge Way will be restricted to the non-sidewalk side of the street as all of the front yards are on the non-sidewalk side.
3. Butterfly Lake Court and Flying Squirrel Way will have parking on the sidewalk side of their streets only.
4. The 3 cul-de-sac circles will have no parking restrictions.

We recognize that the enforcement via traffic tickets will not be immediate, nor will it be complete, but the incentive will be there to cause a standard that will improve ingress and egress to the neighborhood.

We await communications from the City Administrator regarding next steps to get this accomplished.

Michael Hayden (President Hidden Lake Preserve Homeowners Association)

A handwritten signature in cursive script that reads "Michael J. Hayden".



REST Book: DE 2559 Page: 4373 - 4414
February 27, 2019 09:03:21 AM
Rec: \$48.00

2019013985

42 Pgs

E-FILED IN GREENVILLE COUNTY, SC

Timothy J. Hanney

DECLARATON OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HIDDEN LAKE PRESERVE

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Prepared by and return to:

Hidden Lake Preserve SC, LLC
2510 SE 20th Place
Cape Coral, FL 33904-3229

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS SUBJECT TO DECLARANT'S RIGHTS TO AMEND, MODIFY AND REVOKE CONTAINED HEREIN. BY ACCEPTANCE OF A DEED CONVEYING ANY PROPERTY SUBJECT TO THESE COVENANTS, CONDITIONS AND RESTRICTIONS, GRANTEE ACKNOWLEDGES AND CONSENTS TO THE SAME.

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HIDDEN LAKE PRESERVE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN LAKE PRESERVE (the "Declaration") is made on the date hereinafter set forth by HIDDEN LAKE PRESERVE SC, LLC, a South Carolina limited liability company, having an office in Greenville County, South Carolina (hereinafter referred to as "Declarant") and Adam Homes AEC, LLC, a South Carolina Limited Liability Company (hereinafter referred to as "Consenting Owner".)

WITNESSETH:

Declarant and Consenting Owner are the owners of the real property described on Exhibit "A" that is attached and incorporated by reference. This Declaration imposes upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties. In furtherance of such plan, this Declaration provides for the creation of Hidden Lake Preserve Homeowners' Association, Inc., to own, operate and maintain Common Areas and to administer and enforce the provisions of this Declaration and the By-Laws. (Capitalized terms are defined in Article 1.)

It is contemplated the Properties will be developed as a residential community comprised of uses allowed under and in compliance with the Zoning Ordinance with public streets, sidewalks, street lights, open spaces, stormwater drainage and retention areas, and other Common Areas and Improvements for the benefit of the Owners of Units made subject to the terms of this Declaration.

Declarant hereby declares that all of the Properties described in Exhibit "A" and any Additional Property subjected to this Declaration by Supplemental Declaration shall be held, sold, used and conveyed subject to the following restrictions, covenants and conditions, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Properties. In addition, Consenting Owner consents to the following restrictions, covenants, and conditions.

ARTICLE 1: DEFINITIONS

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 “Additional Property” shall mean and refer to additional real estate contiguous, adjacent to or neighboring the Property, all or any portion of which may be made subject to the terms of this Declaration in accordance with the provisions of Section 7.1 or 7.2 of this Declaration.

1.2 “ARB”: The Architectural Review Board, as described in Section 9.2.

1.3 “Area of Common Responsibility”: The Common Area, together with those areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, any cost sharing agreement, or other applicable covenant, contract, or agreement.

1.4 “Articles of Incorporation” or “Articles”: The Articles of Incorporation of Hidden Lake Preserve Homeowners’ Association, Inc., as filed with the Secretary of State of the State of South Carolina.

1.5 “Association”: Hidden Lake Preserve Homeowners’ Association, Inc., a South Carolina nonprofit corporation, its successors or assigns.

1.6 “Board of Directors” or “Board”: The body responsible for administration of the Association, selected as provided in the By-Laws and serving as the board of directors under South Carolina corporate law.

1.7 “By-Laws”: The By-Laws of Hidden Lake Preserve Homeowners’ Association, Inc., as they may be amended from time to time.

1.8 “Common Area”: All real and personal property, including open space, amenities area, easements, licenses and conservation easements, which the Association owns, leases or holds possessory or use rights in for the common use and enjoyment of the Owners.

1.9 “Common Expenses”: The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred during the Development Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by Members holding a Majority of the total Class “A” votes of the Association and the Class “B” Member.

1.11 “Days”: Calendar days; provided, however, if the time period by which any action required hereunder must be performed expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.

1.12 “Declarant”: Hidden Lake Preserve SC, LLC, a South Carolina limited liability company, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibit “A” for the purpose of development and/or sale and who is

designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided, however, there shall be only one (1) "Declarant" hereunder at any one time.

1.13 "Declaration": This Declaration of Covenants, Conditions and Restrictions for Hidden Lake Preserve as the same may be amended, renewed or extended from time to time in the manner herein provided.

1.14 "Development Period": The period of time during which the Declarant owns any property which is subject to this Declaration, any Additional Property, or any adjacent property or has the unilateral right to subject Additional Property to this Declaration pursuant to Section 7.1; provided, however, the Development Period shall not terminate until one hundred percent (100%) of the total number of Units permitted by the Master Plan for the property described on Exhibit "A" have certificates of occupancy issued thereon and have been conveyed to persons other than the Declarant. The Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Declaration and/or terminate the Development Period upon an earlier date by a written instrument to the Board. Notwithstanding the above or any provision in the Governing Documents to the contrary, the Development Period shall terminate not later than twenty (20) years after the date that this Declaration is recorded in the Public Records.

1.15 "General Assessments": Assessments levied on all Units subject to assessment under Article 8 to fund Common Expenses for the general benefit on all Units, as more particularly described in Sections 8.1 and 8.2.

1.16 "Governing Documents": The Declaration, By-Laws, Articles of Incorporation, all Supplemental Declarations, the Zoning Ordinance, the rules of the Association, and all additional covenants governing any portion of the Properties or any of the above, as each may be amended from time to time.

1.17 "Hidden Lake Preserve": That certain residential community located on the property described on Exhibit A in Greenville County, South Carolina, and additional phases subjected to this Declaration by Supplemental Declaration (as subsequently defined), developed by the Declarant, and commonly known and referred to as Hidden Lake Preserve.

1.18 "Improvement": Any structure or improvement, including but not limited to, buildings of a permanent or temporary nature (with temporary buildings being permitted only during the construction of other Improvements, subject to approval by the ARB), outbuildings, underground installations, slope alterations, surface water drainage facilities, sediment control devices, roads, berms, driveways, parking areas or facilities, garbage facilities, fences, screening walls, retaining walls, enclosures, stairs, decks, windbreaks, planting or removal of trees, shrubs and other landscaping materials, poles, signs, antennas and satellite dishes, utilities, heating, cooling and air circulation equipment and facilities, roofed structures, solar panels, hedges, exterior illumination, changes in exterior color or shape, staking, clearing, excavation, grading, exterior alteration of existing improvements, and all other structures or landscaping improvements of every type and kind initially or at any time thereafter placed or constructed on any Unit.

1.19 "Leasehold Owner": The lessee under any lease of a Unit who has been assigned all of the Owner's rights and obligations under this Declaration with respect to the leased premises.

1.20 "Majority": The votes of Owners, Members, or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

1.21 **“Master Plan”**: The Preliminary Subdivision Plan for Hidden Lake Preserve prepared by Fant, Reichert & Fogleman, Inc., as such plan may be amended from time to time, which plan includes the property described on Exhibit “A” that Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration.

1.22 **“Member”**: A person subject to membership in the Association pursuant to Section 3.1.

1.23 **“Mortgage”**: A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Unit.

1.24 **“Mortgagee”**: A beneficiary or holder of a Mortgage.

1.25 **“Occupant”**: The Owner or Leasehold Owner of any Unit and their respective employees, agents, tenants, independent contractors, invitees and licensees or any other person who either lawfully or unlawfully occupies or comes upon such Unit. All actions or omissions of any Occupant shall be deemed the actions or omissions of the Owner or Leasehold Owner of such Unit.

1.26 **“Owner”**: One (1) or more persons who hold the record title to any Unit, including the Declarant, but excluding in all cases any party who does not hold legal or equitable title in the Unit and holds an interest merely as security for the performance of an obligation. If any Unit is owned by more than one (1) person, all such persons shall be jointly and severally obligated to perform the responsibilities of such Owner. An Owner (including the Declarant) who has transferred or otherwise conveyed a leasehold interest in and to any Unit to a Leasehold Owner may, in its sole discretion, assign in such lease, all of such Owner’s rights and obligations as an Owner herein; provided, however, that any such assignment shall not relieve such Owner from its duties and obligations hereunder except as expressly provided herein. From and after receipt of such assignment, Declarant, the Association and the ARB shall recognize the Leasehold Owner as the Owner of such Unit.

1.27 **“Plat”**: The plat, prepared by Fant, Reichert & Fogleman, Inc., entitled “Hidden Lake Preserve, Phase 1-A” dated June 20, 2018, and recorded in the Register of Deeds Office for Greenville County, South Carolina, on June 29, 2018, in Plat Book 1309 at Page 23 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.

1.28 **“Properties”**: The real property described on Exhibit “A” as such exhibit may be amended or supplemented from time to time to reflect any additions or removal of property in accordance with Article 7.

1.29 **“Public Records”**: The Register of Deeds Office of Greenville County, South Carolina, or such other place which is designated as the official location for recording of deeds and similar documents affecting title to real estate.

1.30 **“Special Assessments”**: Assessments levied in accordance with Section 8.3.

1.31 **“Subdivision”**: Hidden Lake Preserve Subdivision.

1.32 **“Supplemental Declaration”**: An instrument including but not limited to a deed of conveyance, filed in the Public Records which subjects the Additional Property to this Declaration,

and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument, or in any other way, amends or revises the terms of this Declaration. The term shall also refer to an instrument filed by the Declarant pursuant to Section 3.2 that designates Voting Groups or pursuant to Section 7.3 that imposes additional restrictions or limits on the Declarant or the Association, any declaration or covenants, conditions and restrictions, and any declaration of condominium.

1.33 **"Unit"**: A portion of the Properties, whether improved or not improved, which may be independently owned and conveyed. Each separately platted lot shall be deemed to be a separate Unit, regardless of the number of uses on such lot, unless otherwise specified by the applicable Supplemental Declaration. The term shall refer to the land, if any, which is part of the Unit as well as any Improvements thereon. In the case of a portion of the Properties intended and suitable for subdivision but as to which no final lot subdivision map has been filed, such property shall be deemed to be a single Unit until such time as a final lot subdivision map is filed of record with respect to all or a portion of the property. This term shall not include Common Area, or property dedicated to the public.

1.34 **"Utilities"**: Any utilities serving any portion of the Properties or any Common Areas, including, without limitation, public water service, public sewer service, storm drains, gas, electricity, telephone, cable, digital or similar television services, solar or passive energy sources or any other utilities of any nature whatsoever.

1.35 **"Zoning"**: The Zoning Ordinance of the County of Greenville, South Carolina, or any other applicable zoning board, administrative agency or regulatory entity, applicable to Hidden Lake Preserve, as it may be amended from time to time.

ARTICLE 2: PROPERTY RIGHTS

2.1 **Owner's Easements 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 Unit, subject to the following provisions:

- (a) This Declaration and all other Governing Documents;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) the right of the Declarant (during the Development Period) or the Association to permit the use of and to charge reasonable admission and other fees for the use of the Common Area and to impose reasonable limits upon the number of guests who may use the Common Area;
- (d) the right of the Association to suspend the voting rights and right to use any Common Area by an Owner for any period during which any assessment against his Unit remains unpaid; and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations;
- (e) the right of the Declarant during the Development Period 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 Declarant in Declarant's sole discretion;
- (f) 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. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication is signed by at least sixty-seven percent (67%) of the Class "A" members in the Association and has been recorded. Any common area would first need to be deeded to the Association by Declarant;

(g) the right of the Association to rent, lease or reserve any portion of the Common Area to any Owner or Occupant for the exclusive use of such Owner or Occupant and their respective employees, lessees, clients, customers, and guests upon such conditions as may be established by the Board;

(h) the right of the Board to allow persons other than Owners, Occupants and their respective employees, lessees, invitees, customers and guests to use any facilities situated upon the Common Area upon such conditions as may be established by the Board;

(i) 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;

(j) 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 Areas;

(k) the right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred. No mortgage shall be effective unless an instrument agreeing to such mortgage of Common Area is signed by at least sixty-seven percent (67%) of the Class "A" members in the Association;

(l) the right of the Declarant to conduct activities and establish facilities within the Properties as provided in Article 14.

2.2 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 Unit of such Owner.

2.3 Leases of Units. Lots may be leased for residential purposes only. Any Lease Agreement between an Owner and a lessee for the lease of such Owner's residence on its Unit shall provide that the terms of the Lease shall be subject in all respects to the provisions of the Governing Documents of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the Lease. All Leases of Units shall be in writing. The lease shall also provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

All Owners who lease their residence, must provide the tenant with a copy of the Declaration. The Declaration must include a statement at the bottom that is to be signed by the tenant verifying that the tenant has received the copy and the signed Declaration is to be turned into and approved by the Association.

2.4 No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of

this Declaration. This Article shall not prohibit the Board from acquiring and disposing of other real property which may or may not be subject to this Declaration.

2.5 Condemnation. The Association shall be the sole representative with respect to condemnation proceedings concerning Common Area and shall act as attorney-in-fact for all Owners in such matters. If any part of the Common Area shall be taken by any authority having the power of condemnation or eminent domain or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members holding at least sixty-seven percent (67%) of the total Class "A" votes in the Association and, during the Development Period, the written consent of the Declarant, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement or any condemnation award or proceeds of such conveyance. Notwithstanding anything to the contrary herein, the award made for such taking or proceeds of such conveyance shall be payable to the Declarant so long as the Declarant is funding any deficits of the Association.

If the taking or conveyance involves a portion of the Common Area on which Improvements have been constructed, the Association shall restore or replace such Improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) Days after such taking the Members holding at least sixty-seven percent (67%) of the total Class "A" vote of the Association and, during the Development Period, the Declarant, shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board and the ARB. The provisions of Section 6.1(b) regarding funds for the repair of damage or destruction shall apply.

If the taking or conveyance does not involve any Improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds may be used by the Association for such purposes as the Board shall determine, subject to the rights of Declarant to receive such funds as set forth above.

2.6 Trees and Other Natural Vegetation. The removal of trees and other natural vegetation on Units or in Common Area, as well as the addition of any and all improvements, beautification or changes of any type will be at the sole discretion of the Declarant, until such time as deeded ownership of each of the Common Area is transferred to the Association. Transfer of ownership will commence at the sole discretion of the Declarant.

2.7 Working in Conjunction with the Various Nature and Plant Societies. Even after the deeded transfer of ownership of any Common Area, the Association shall not have the authority to override any contracts or agreements entered into by the Declarant with any plant or nature societies, such as, the Audubon Society, the National Wildlife Federation, Clemson University, or others, or make any changes whatsoever to any of the Common Area, until such time as all Units in the Subdivision are sold. Provided, however, nothing contained in this Section 2.7 shall be construed to require the Association to renew, extend or modify any such contracts or arrangements.

ARTICLE 3: MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner shall be a Member of the Association. There shall be only one (1) membership per Unit. If a Unit is owned by more than one (1) person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Sections 3.2 and in the By-Laws. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, member, partner or

trustee of such Owner, or by any individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association.

3.2 Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one vote per Unit in which they hold the interest required for membership under Section 3.1.

If there is more than one (1) Owner of a Unit, the votes for such Unit shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one (1) person seeks to exercise it. No vote shall be exercised on behalf of any Unit if any assessment for such Unit is delinquent. In addition, no vote shall be exercised for any property that is exempt from assessments under Section 8.9.

(b) Class "B". The sole Class "B" Member shall be the Declarant. Declarant shall be entitled to three (3) votes for each Unit owned by the Declarant and three (3) votes for each one-quarter (0.25) of an acre of each undeveloped Unit as shown on the Master Plan owned by the Declarant that Declarant may from time to time anticipate subjecting to this Declaration. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles, are specified in the relevant sections of this Declaration, the By-Laws and the Articles. The Class "B" Member may appoint the members of the Board of Directors until termination of the Development Period. Upon termination of the Development Period, the Class "B" membership shall expire, and the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Unit which it owns.

ARTICLE 4: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility and all Improvements thereon. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt pursuant to Article 11. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration. The Association shall perform its functions in accordance with the Governing Documents and all federal laws and regulations, including those federal laws and regulations governing Wetlands and the laws of the State of South Carolina.

4.2 Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Declarant and its designees, with the Declarant's prior written consent, may convey to the Association improved or unimproved real estate, or interests in real estate, located within the property described in Exhibit "A," personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Declarant shall not be required to make any Improvements or repairs whatsoever to property to be conveyed and accepted pursuant to this Section. Upon written request and approval by the Declarant, the Association shall re-convey to Declarant any portions of the Properties originally conveyed by Declarant to the Association for its

consideration.

4.3 Enforcement. The Board or any committee established by the Board, with the Board's approval, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in the By-Laws. Such sanctions may include, without limitation:

(a) imposing monetary fines which shall constitute a lien upon the Unit of the violator. In the event that any occupant, employee, lessee, invitee, client, customer or guest of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the Occupant; provided, however, if the fine is not paid by the Occupant within thirty (30) days, unless other payment arrangements are accepted by the Board in writing prior to the lapse of thirty (30) days ("Alternative Payment Arrangement"), in which event, such Alternative Payment Arrangement shall govern. In the event of an Occupant's failure to comply with an Alternative Payment Arrangement, the Alternative Payment Arrangement shall be deemed null and void, and the Board may, in its discretion pursue any options otherwise available as if such Alternative Payment Arrangement was never in existence. If Occupant shall fail to pay any monetary fines in a timely manner, the Owner shall be notified by the Board and be responsible for paying said fines.

(b) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;

(c) suspending an Owner's right to vote;

(d) suspending any person's right to use any facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit; and

(e) suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) Days delinquent in paying any assessment or other charge owed to the Association.

In addition, the Board may elect to enforce any provision of the Governing Documents by exercising self-help (specifically including, but not limited to, the filing of liens in the Public Records for non-payment of assessments and other charges, the towing of vehicles that are in violation of parking rules, or the correction of any maintenance, construction or other violation of the Governing Documents) without the necessity of compliance with the procedures set forth in the By-Laws.

The Association may also elect to enforce any provisions of the Governing Documents by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth in the By-Laws.

All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action or remedy taken by the Association to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorneys' fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board, in the exercise of its business judgment, determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably

determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may enforce county, city, state and federal ordinances, if applicable, and permit local and other governments to enforce ordinances on the Properties for the benefit of the Association and its Members.

4.4 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, the Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5 Governmental Interests. During the Development Period, the Declarant may designate sites within the Properties for public or quasi-public facilities. No membership approval shall be required for such designation. The sites may include Common Area, in which case the Association shall take whatever action is required with respect to such site to permit such use, including conveyance of the site, if so directed by the Declarant. The sites may include other property not owned by Declarant provided the owner of such property consents.

4.6 Indemnification. The Association shall indemnify every officer, director, ARB members and committee member against all damages, liabilities and expenses, including reasonable attorney fees, incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, ARB member or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles of Incorporation, and South Carolina law.

The officers, directors, ARB members and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors, ARB members, and committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers, directors, ARB members or committee members may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, ARB member and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, ARB member or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officer's and director's liability insurance to fund this obligation, if such insurance is reasonably available.

4.7 Dedication of or Grant of Easements on Common Areas. The Association, or during the Development Period, the Declarant, may dedicate or grant easements across portions of the Common Area to Greenville County, South Carolina, or to any other local, state, or federal governmental or quasi-governmental entity or utility. Declarant may also grant easements for the use of the Common Area to Hidden Lake Estate Subdivision or any other subdivision for which Declarant is the declarant.

4.8 Security, Public Safety and Personal Responsibility. Each Owner and Occupant of a

Unit, and their respective employees, lessees, invitees, clients, customers and guests, shall be responsible for their own personal safety and the security of their property in the Properties. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure cannot be compromised or circumvented, nor that any such security system or measure undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Unit that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each person using the Properties assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties. Any costs incurred by the Association to provide such services shall be paid by the Association and shall be charged to all Units, as a General Assessment or a Special Assessment, as determined by the Board in its sole discretion.

Hidden Lake Preserve is blessed with an abundance of amenities, community parks, scenic streams, a river and a beautiful lake and consequently all of the natural hazards that can be found in such a setting are in fact present, including risk presented by the animal life, insects, slippery rocks and all manner of personal hazards found in natural settings. It is the operational plan of Declarant to help preserve all of these elements and leave all of these areas as natural as possible and therefore shall make no effort to eliminate any potential dangers or hazards, put up warning signs, fences, barricades or anything else for the purpose of public safety; therefore Owners, Leasehold Owners, invitees, licensees, family and friends of the same, and all others shall hold the Declarant, the Association and all other persons and entities harmless for any injury, loss, damages, costs and expenses suffered as a result of injury, death, loss of property or damage to property from all such natural hazards. Owners, Leasehold Owners, invitees, licensees, family and friends of the same, and all others are themselves solely and totally responsible for taking every precaution imaginable and for using every care imaginable for all previously mentioned risks and hazards, including anyone on the property as a result thereof at all times and in all imaginable situations and circumstances. Further, no one shall be permitted to kill or destroy any plant or animal life as both are expressly prohibited. However, it is permissible to fish in the river or in the lake and the Association, at its discretion, may choose to stock the lake with fish from time to time, providing neither the landscaping, amenities nor the infrastructure is damaged in any way in the process. While the river is a public river and therefore people are not restricted from entering the river, the lake is a private lake surrounded by Federal Wetlands and therefore all Wetlands regulations and laws must be obeyed. Swimming is expressly prohibited in the lake.

In the event of any graffiti, defacement or other acts of vandalism to the Common Areas, the Board may prosecute any offenders to the fullest extent permitted by law. In the event such graffiti, defacement or other act of vandalism is committed by a Unit Owner or such Unit Owner's family members, invitees or licensees (with or without the knowledge of the Unit Owner), such Unit Owner shall, upon request by the Association, reimburse the Association for all costs incurred by the Association to restore the defaced property to its original condition, or, in the event such restoration cannot be completed, shall reimburse the Association for any replacement property purchased by the Association, if applicable. Additionally, such Unit Owner shall reimburse the Association for any other damages, costs, or expenses suffered by the Association as a result of the graffiti, defacement or other act of vandalism.

4.9 Future Development. Each Owner acknowledges, understands and covenants to inform its lessees and all occupants of its Unit that the Properties and areas adjacent to the Properties are subject to further development and expansion, and therefore there may be certain inconveniences during any period of construction, and Owner waives all claims with respect thereto. Owner agrees that if Owner or Owner's employees, lessees, invitees, clients, customers, guests, contractors or agents enter onto any area of construction, they do so at their own risk, and neither the Declarant, the Association, nor their respective contractors, agents, or employees shall be liable for any damage, loss or injury to such persons.

ARTICLE 5: MAINTENANCE

5.1 Association's Responsibility.

(a) The Association shall maintain and keep in good condition, order and repair the Area of Common Responsibility, which may include, but need not be limited to:

- (i) all Common Area;
- (ii) all street trees, landscaping and other flora, open spaces, parks, structures and Improvements, including any private alleys, infrastructure within the Common Area including private water mains and private storm drain lines, sidewalks, and bike and pedestrian pathways/trails situated upon the Common Area;
- (iii) all furnishings, equipment and other personal property of the Association;
- (iv) all storm water management facilities and retention basins serving the Properties (if not maintained by a governmental agency or located on or within a Unit);
- (v) all medians or squares of the roadways within or adjacent to the Properties to the extent that the Board determines that such maintenance is necessary or desirable;
- (vi) all entry signs and features serving the Properties, constructed by or on behalf of the Declarant;
- (vii) all signage within or adjacent to public rights-of-way within or adjacent to the Properties which the Board, in its sole discretion, deems appropriate, except that signage maintained by Greenville County;
- (ix) such additional portions of any property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association; and
- (x) No Trespassing signs.

The Association shall maintain all Common Areas, facilities and improvements thereon according to the written instructions given to the Association in writing by the Declarant. The

written mandate shall survive the expiration of the Development Period, and it is agreed by all parties that said mandate will be carried out henceforth and forevermore.

The Association may, as a Common Expense, maintain other property and Improvements which it does not own, including, without limitation, property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the property owner, including, but not limited to, mowing and/or otherwise maintaining unimproved Units, if the Board of Directors determines that such maintenance is necessary or desirable.

(b) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board.

(c) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that such property is dedicated to any local, state, or federal government or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means during the Development Period except with the written consent of the Declarant.

(d) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the Owner(s) of, or other persons responsible for, certain portions of the Area of Common Responsibility pursuant to the Governing Documents, any recorded covenants, or any agreements with the Owner(s) thereof.

(e) In the event that the Association fails to properly perform its maintenance responsibilities hereunder and to comply with the Community-Wide Standard, the Declarant may, upon not less than ten (10) Days' notice and opportunity to cure such failure, cause such maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred.

5.2 Owner's Responsibilities. Each Owner shall maintain its Unit, and all Improvements located thereon, including without limitation, all structures, parking areas, irrigation systems, drainage facilities, landscaping, setback areas and other Improvements located in rights-of-way adjacent to the Owner's Unit in a manner consistent with all Governing Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association. Such maintenance includes but is not limited to the following:

(a) Removal of all litter, trash, refuse and waste at least once a week and keeping the trash pick-up, service and loading areas in a neat condition;

(b) Lawn mowing on a regular basis;

(c) Tree and shrub pruning;

- (d) Keeping exterior lighting, signage, fixtures, and mechanical facilities in working order;
- (e) Keeping plant materials within lawn and garden areas alive, and any adjoining rights-of-way or drainage ditches attractive and free of trash and debris;
- (f) Promptly removing and replacing any dead plant material;
- (g) Keeping parking areas and driveways in good repair;
- (h) Repair of exterior damage to Improvements and keeping exterior Improvements in good repair.

Every Owner shall also be responsible for the security and safety of its Unit notwithstanding any security systems or measures that may be provided by the Association.

In addition to any other enforcement rights, if an Owner fails properly to perform its maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner in accordance with Section 8.1. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her lot and/or dwelling in a manner consistent with other lots and dwellings shall be made by the Board, in its sole discretion.

5.3 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with all Governing Documents. Neither the Association nor any Owner shall be liable for any damage or injury occurring on, or arising out of the condition of, property which such person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.4 Party Walls and Similar Structures.

(a) General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Units which serves and/or separates any two (2) adjoining Units shall constitute a party structure. To the extent inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

ARTICLE 6: INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available. The types of insurance in effect may or may not include the following:

- (i) Blanket property and casualty insurance for all insurable Improvements within the Area of Common Responsibility;
- (ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members;
- (iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;
- (iv) Directors' and officers' liability coverage;
- (v) Fidelity insurance covering all persons responsible for handling Association funds; and
- (vi) Such additional insurance as the Board, in its best business judgment, determines advisable or is required by law.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the General Assessment. In the event of an insured loss, the deductible shall be treated as a Common Expense and assessed in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one (1) or more Owners, their employees, lessees, invitees, clients, customers or guests, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Units.

(b) Damage and Destruction. In the event of any insured loss, only the Board or its duly authorized agent may file and adjust insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this subsection, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or Improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be promptly repaired if the available proceeds of insurance carried pursuant to this Declaration are sufficient to cover eighty-five percent (85%) of the repair or reconstruction. If the proceeds are not sufficient to fully restore the damage, then the proceeds shall be promptly used to go as far as the proceeds will allow, using

all due diligence and effort to make the proceeds go as far as possible. Then at such time as the Association can arrange, the Association shall make efficient use of time and resources to bring the damage back into full repair and status. The nature, wildlife and park areas are to be viewed by the Association as an integral and inseparable part of the community and the Association shall allocate its efforts accordingly.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative Improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall.

6.2 Owner's Insurance. By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry liability and property insurance with limits of not less than full replacement cost of all insurable Improvements on its Unit, less a reasonable deductible.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising its Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 9. The Owner shall clear the Unit of all debris and ruins and maintain the Unit in a neat and attractive, landscaped condition. The Owner shall pay all costs which are not covered by insurance proceeds.

ARTICLE 7: ANNEXATION AND WITHDRAWAL OF PROPERTY

7.1 Annexation by Declarant. During the Development Period, the Declarant may from time to time unilaterally subject additional property to the provisions of this Declaration.

The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibit "A" and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property being annexed. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than the Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the Additional Property in any manner whatsoever.

7.2 Annexation by Membership. The Association may annex any real property to the

provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members holding 67% of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and, during the Development Period, the written consent of the Declarant.

7.3 Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association. Such additional covenants and easements shall be set forth in a Supplemental Declaration, filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of the property affected by such additional covenants and easements, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

ARTICLE 8: ASSESSMENTS

8.1 Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation and enjoyment of the residents of the Properties and in particular for the acquisition, improvement and maintenance of Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area; the maintenance of storm drain lines, water and sewer mains in and upon the Common Area and alley ways; the maintenance of open spaces and alleys which have not been accepted for dedication by a public authority, roadway medians (including medians and islands located in dedicated rights-of way) and entranceways, drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of retention areas or other bodies of water located within the Common Area; the maintenance of any "sign easement" areas located on any Unit, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area; the maintenance of cul-de-sac islands; the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area; the costs associated with duties of the Architectural Review Board; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

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

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. Monies for any assessment paid by any Owner, may be commingled with monies paid

to the Association by other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit. When an Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Unit, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

8.2 Maximum General Assessment. Until December 31, 2018, the maximum General Assessment shall be Seven Hundred Twenty and No/100ths (\$720.00) Dollars per Unit, and may be collected in monthly installments of Sixty Dollars and No/100ths (\$60.00) or annually, at the discretion of the Board.

(a) The maximum General Assessment for 2019 and for each calendar year thereafter may be increased by the Board of Directors without approval by the membership by an amount not to exceed fifteen percent (15%) of the maximum General Assessment of the previous year.

(b) The maximum General Assessment for 2019 and for each calendar year thereafter may be increased in excess of fifteen percent (15%) by a vote of 67% of the Class "A" Members who are voting in person or by proxy, at a meeting duly called for this purpose and with final approval by the Class "B" Member, and after which all further assessments shall be limited as so written herein.

8.3 Special Assessments for Capital Improvements. So long as the total amount of Special Assessments allocable to each Unit does not exceed \$500.00 in any one fiscal year, the Board may impose the Special Assessment without approval by the membership. All Special Assessments which exceed the \$500.00 limitation shall be effective only if such assessment shall have the assent of 67% of Owners entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose. All Special Assessments shall be fixed at a uniform rate for all Units and may be collected on a monthly or annual basis as determined by the Board and may be payable in installments.

In addition to the General Assessments and the Special Assessments for capital improvements authorized above, the Board shall have the power to levy a Special Individual Assessment applicable to any particular Unit Owner (i) for the purpose of paying the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Area, including the public roads (prior to their acceptance for public maintenance), parking areas, and the Recreational Facilities, if any are constructed, if occasioned by an act or omission of such Owner, Members of such Owner's family, or such Owner's agent, guest, employees or invitees and not as a result of ordinary wear and tear or (ii) for the payment of fines, penalties or other charges imposed against any Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the By-Laws or any rules and regulations promulgated by the Association or Declarant pursuant to this Declaration or the By-Laws. The due date of any Special Individual Assessment levied pursuant to this Section, shall be fixed in the Board's resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner at least ten (10) days prior to the date such Special Individual Assessment is due.

8.4 Notice and Quorum for Any Action Authorized Under Article 8, Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or 3 of this Article 8 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The notice shall be sent via email, and sent a second time by email on the weekend prior to the meeting and signs shall be posted advertising the meeting at each ingress and egress during the final week before the meeting and taken up the day after. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) 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 be 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.

8.5 Rate of General Assessment; Approved Builder Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on an annual basis or as otherwise determined by the Board in its discretion. The foregoing notwithstanding, there will be no Annual or Special Assessments for any Unit owned by an Approved Builder while the Unit is unoccupied as a residence. However, Special Individual Assessments may be established, assessed and collected from Approved Builders as described in Section 8.3. Approved Builder shall mean and refer to builders who have been selected by Declarant to buy lots and construct homes for sale in the Subdivision.

8.6 Date and Commencement of General Assessments Due. The General Assessments provided for herein shall commence as to a Unit on the date on which the Unit is conveyed to a person other than the Declarant. The first General Assessment shall be prorated according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each General Assessment period, the Board of Directors shall fix the amount of the General Assessment and promptly thereafter the Board of Directors shall cause written notice thereof to be sent to every Owner subject thereto. In the event the Board of Directors shall fail to fix the amount of General Assessments as described above, the assessment fixed for the immediately preceding year shall continue in effect until a new assessment amount is fixed. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

8.7 Effect of Nonpayment of Assessments; Lien for Assessments. Any Annual, Special, or Special Individual Assessment not paid within thirty (30) days after its due date shall constitute a lien in the hands of the Association against each Unit to secure payment of assessments and other charges. In addition, the assessment shall bear interest at a rate to be set by the Board (subject to the maximum interest rate limitations of South Carolina law), late charges in such amount as the Board may establish (subject to the limitations of South Carolina law), costs of collection and reasonable attorneys' fees. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of recording (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. The Association may immediately file notice of such lien in the Register of Deeds Office for Greenville County and shall not be required to obtain a judgment prior to recording such notice of lien. Such lien may be enforced by suit, judgment, and judicial foreclosure. In addition to the remedies available under this section, the Association shall have available all remedies and enforcement mechanisms listed in Section 4.3.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from

the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Unit who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under this Section 8.7, including such acquirer, its successors and assigns.

All other persons acquiring liens or encumbrances on any Unit after this Declaration has been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

8.8 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 laws of the State of South Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

8.9 Payment of Assessments by Declarant. Notwithstanding anything provided in this Declaration to the contrary, neither the Declarant (as a Member of the Association or as the Owner of any Unit) nor any Declarant-related entity shall be responsible for the payment of any assessments with respect to any Units owned by Declarant or such Declarant-related entity unless the same have been improved by the erection of Improvements thereon, and in which event Declarant shall pay assessments in the manner set forth in this Article 8. For so long as the Declarant has the authority to appoint the directors and officers of the Association, the Declarant may (but shall not be required to) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association and the sum of the General Assessments and Special Assessments collected by the Association in any fiscal year. In the event the Declarant elects to advance funds to the Association to satisfy a deficit, the amount advanced by the Declarant shall become a debt of the Association to the Declarant, which debt shall be repaid by the Association as soon as possible. Declarant may request and the Board may execute a Promissory Note, along with any security instrument(s) requested by Declarant, to document and confirm such debt, the interest to be paid by the Association and repayment terms.

ARTICLE 9: ARCHITECTURAL STANDARDS

9.1 General. All residences, outbuildings and other structures initially constructed within the Subdivision by an approved builder (collectively, "Initial Improvements") shall be built in accordance with plans and specifications, which have been previously approved by Declarant. No additional architectural approval shall be required as to the Initial Improvements. Other than the Initial Improvements, no building, fence, wall, porch, deck or any other structure or Improvement, shall be placed, erected, installed, constructed or altered upon any Unit except in compliance with this Article and with the prior written approval of the appropriate reviewing body under Section 9.2, in accordance with the application and approval requirements pursuant to Section 9.3. This Section shall be interpreted to apply to any Unit, Common Area, Facility or Amenity located within Hidden Lake Preserve.

All Improvements constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a person licensed in the State of South Carolina to practice architecture, engineering, or landscape architecture, or other work consistent with the intended construction in accordance with applicable laws, rules and regulations, unless

otherwise acceptable to the Architectural Review Board, in its sole discretion. All plans and specifications shall be subject to review as provided herein.

9.2 Architectural Review. Responsibility for review of all applications for use, construction and modifications under this Article shall be handled by the reviewing bodies described below, the members of which need not be Members of the Association or representatives of Members:

- (a) Architectural Review Board. The ARB shall have exclusive jurisdiction over all construction on any portion of the Properties. The Declarant shall be the ARB until one hundred percent (100%) of the Units have been developed and conveyed to Owners other than the Declarant and initial construction on each Unit has been completed in accordance with all approved plans, or the Declarant formally signs over the rights of the ARB. Declarant may also appoint members of the ARB, who may or may not be members of the Association, at his discretion during the Development Period. There shall be no surrender of these rights prior to that time except in a written instrument executed by Declarant.
- (b) Upon the expiration or surrender of such rights by Declarant, the Board shall designate the number of and appoint the members of the ARB on an annual basis. However, the ARB shall be composed of at least three (3) members. All members of the ARB may be removed in the Board's discretion.

9.3 Guidelines and Procedures.

(a) Design Guidelines. The Declarant may prepare and amend from time to time design and construction guidelines and application and review procedures for the Properties ("Design Guidelines"). Any Design Guidelines may contain general provisions applicable to all of the Properties. Any Design Guidelines will be intended to provide guidance to Owners regarding matters of particular concern to the reviewing bodies in considering applications hereunder, but shall not be the exclusive basis for decisions of the reviewing bodies.

(b) Procedures. No activities within the scope of Section 9.1 shall commence on any Unit until an application for approval of the proposed work has been submitted to and approved by the ARB, as appropriate, and the specific use for such Unit has been approved by the Declarant in accordance with Article 9. The ARB may require the submission of application forms and information as it deems necessary to consider any application and may require multiple stages of application and review for any use, construction or modification.

In the event that the ARB fails to approve or to disapprove in writing any stage of an application within thirty (30) Days after submission of all information and materials reasonably requested, the application shall be deemed approved unless an extension of such time period is agreed to by the reviewing body and the applicant.

Notwithstanding the above, the ARB by resolution may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

(c) Basis of Approval. In reviewing each submission, the reviewing body may consider (but shall not be limited to consideration of) the general adequacy of site dimensions, the quality of workmanship and design, harmony of external design with existing structures, and location in

relation to surrounding structures, topography, setbacks and finish grade elevation, conformity to both the specific and general restrictions and covenants set forth herein, and in any Design Guidelines, among other things. Decisions of the reviewing bodies may be based solely on aesthetic considerations and shall be made by a Majority vote of all members of the reviewing body. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as members of the reviewing bodies change over time.

(d) Commencement and Completion. All work shall be commenced and completed within such period as provided in the notice of approval; provided, however, all work shall be completed within one (1) year after commencement of construction. The reviewing body may in its sole discretion grant an extension if commencement or completion is delayed due to causes beyond the reasonable control of the Owner. In the event construction of the work called for by the approved plans has not substantially commenced within the period set forth in the notice of approval, then the approval shall be deemed expired and no construction shall thereafter commence unless a written renewal is granted by the reviewing body.

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

9.5 Variance. The ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effected unless in writing; (b) be contrary to this Declaration; or (c) prevent the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing may not be considered a hardship warranting a variance as determined in the sole discretion of the reviewing body.

9.6 Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Properties only, and shall not create any duty to any person. Neither the Declarant, nor the Association, nor the Board, nor the ARB shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all Improvements are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners. Neither the Declarant, nor the Association, nor the Board, nor the ARB, nor any committee, nor member of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit. In all matters, the Declarant, the Board, the ARB, and their members shall be defended and indemnified by the Association as provided in Section 4.6.

9.7 Enforcement. The Declarant, any member of the ARB, Board, or the representatives of each, shall have the right, during reasonable hours and after reasonable notice, to enter upon any Unit to inspect for the purpose of ascertaining whether any Improvement is in violation of this Article. Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the ARB, Owners shall, at their own cost and expense, remove such structure or Improvement and restore the property to substantially the same

condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore the property as required, any authorized agent of Declarant, the ARB, or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with the Section shall not constitute a trespass. In addition, the Board may enforce the decisions of the Declarant, and/or the ARB by any means of enforcement described in Section 4.3. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Unit.

Unless otherwise specified in writing by the committee granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. If any person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Unit and an opportunity to be heard in accordance with the By-Laws, to enter upon the Unit and remove or complete any incomplete work and to assess all costs incurred against the Unit and the Owner thereof.

Neither the ARB, nor any member of the foregoing, nor the Association, the Declarant, or their members, officers or directors shall be held liable to any person for exercising the rights granted by this Article. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded by the ARB from the Properties, subject to the notice and hearing procedures contained in the By-Laws.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARB.

ARTICLE 10: EXTERIOR MAINTENANCE

The Association shall maintain the Common Area. In the event that the Association determines that the need for maintenance, repair, or replacement of Common Area, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit of such Owner.

Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Unit, as follows: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, lawn, trees, shrubs, driveways, walks and other exterior improvements. In the event that the Owner neglects or fails to maintain his or her Unit and/or the exterior of his or her dwelling in a manner consistent with other Units and dwellings in Hidden Lake Preserve, the Association may provide such exterior maintenance as provided in Section 9 above; provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform, and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her Unit and/or dwelling in a manner consistent with other Units and dwellings in Hidden Lake Preserve shall be made by the Board of Directors of the Association, in its sole discretion. To enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to

unobstructed access over and upon each Unit at all reasonable times to perform maintenance as provided in this Article. It is not the intention of this Declaration to provide a weapon for neighbors to attack other neighbors or their tastes, nor to interfere with the private enjoyment of an Owner's Unit. Rather, the intent of this Article is to provide the Association with a means to protect the value of all Units in the Subdivision.

ARTICLE 11: USE RESTRICTIONS

11.1 Residential Use of Property. All Units shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Unit at any time, except with the written approval of the Board; provided, however, that nothing herein shall prevent Declarant or any builder of homes in Hidden Lake Preserve approved by Declarant from using any Unit owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Hidden Lake Preserve; and provided further that, to the extent allowed by applicable zoning laws, private offices may be maintained in dwellings located on any of the Units so long as such use is incidental to the primary residential use of the dwellings.

11.2 Setbacks and Building Lines. Each Improvement, including all Initial Improvements, which shall be erected on any Unit, shall be located with the building and setback lines for each Unit as set forth on the Plat. No Improvement shall be nearer to any side lot line than five (5) feet. The rear building setback line for Unit shall be ten (10) feet. In the event of a conflict between the Plat and the setback lines contained in this Section, the Plat shall control. Approval shall be received before commencement of lot clearing preparatory to construction unless either a variance shall have been granted by the ARB or Declarant shall have amended the Plat. In no event shall any dwelling, Improvement or amenity be erected and located upon any such Unit in a manner which violates the requirements and provisions of any applicable zoning ordinances and subdivision regulations.

The ARB, in its sole discretion, may vary any or all of the front, rear, and/or side setback lines by not more than twenty-five (25%) percent of the distance required herein; provided, however, that so long as Declarant owns any of the Properties, Declarant shall have the right to vary such setback lines and square footage requirements by any amount, in its sole discretion.

11.3 Walls and Fences. All fencing, if any, is to be installed only in the back yard of a Unit and according to the requirements set forth herein. No fencing shall be allowed to run or project beyond the front of any residence. No fence shall be constructed of chain link wire or similar metal on any portion of any Unit. No fence shall be erected, placed or altered on any Unit unless approved in writing by the ARB pursuant to Article 9 prior to the commencement of construction.

11.4 Subdivision. Subdivision of a Unit into two (2) or more Units, the combination of two (2) or more Units to form one single building Unit, or changing the boundary lines of any Unit after the Plat has been approved and filed in the Public Records is prohibited, unless (i) such combination is permitted by all applicable laws and regulations and (ii) such combination is approved, in writing, by the Declarant or the ARB, whichever is applicable at the time of combination. If two or more units are combined into one, for Association voting and assessment purposes, the Owner shall be treated the Owner of one Unit. All costs associated with such a change, including, any and all costs brought about to any other Unit or Common Area as a result of said change, shall be borne by the Owner of the changed lots. The building line requirements provided herein shall apply to such lots as re-subdivided or combined and side line easements as shown on the plat shall be moved to follow the new side line.

11.5 Terraces, Eaves and Detached Garages. For purposes of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the ARB; provided, all such detached structures must be to the rear of the main dwelling, must not encroach upon the Unit of an adjacent Owner. For purposes of the preceding sentence, a detached structure shall be deemed to be to the rear of the main dwelling, if such detached structure cannot be seen by an observer standing on the street directly in front of the main dwelling.

11.6 Building Requirements. The total living areas of the homes situated in the Subdivision, exclusive of open porches, port cocheres, garages, carports and breezeways, shall be not less than One Thousand Five Hundred (1,500) heated square feet for a single level house and One Thousand Eight Hundred (1,800) heated square feet for a two story house.

Declarant reserves the right to increase or decrease the foregoing minimum square footage requirement with respect to all or a portion of the Additional Property annexed to the Properties in accordance with Article 7 by recording an instrument which sets forth the increased or decreased minimum square footage requirement in the Public Records prior to or contemporaneous with the annexation of such Additional Property or portion thereof by Declarant.

All homes constructed in the Subdivision shall have a minimum energy efficiency rating of a 70 point HERS or the equivalent thereof in LEEDS or equivalent rating and must be third party certified to that effect in writing and given to the homeowner when the home is purchased.

All homes must include natural gas packs and gas water heaters.

11.7 Obstructions to View at Intersections. No part of any structure nor the lower branches of trees or other vegetation shall be permitted to obstruct the view at street intersections.

11.8 The Elevation (or Front) of the Home. All homes must have masonry exteriors on all 4 sides, however the elevation, or front of the home can have a variety of treatments by design, which includes brick, rock, slate or stone, either solid or in combinations thereof and may also include shake or other decorative material in smaller portions and only in select spots or designs. No vinyl lap siding is permitted anywhere on any home. As with all exterior designs, all elevations must have prior written approval of the Developer, or at such appropriate time, the Architectural Committee. Garage doors are strongly urged to be flat with the rest of the elevation, but may not be jutting out from the front elevation of the home more than 4 feet. (See section 11.25 below.)

11.9 Temporary Structures. No structure of a temporary nature (unless approved in writing by the ARB) shall be erected or allowed to remain on any Unit. No trailer, camper, shack, tent, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this Section shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction. No tree houses, storage sheds or playhouses shall be erected on any Unit unless previously approved in writing by the ARB.

11.10 Completion of Construction. The Association shall have the right to take appropriate legal action, whether at law or in equity, to compel the immediate completion of any residence not

completed within one (1) year from the date of commencement of construction.

11.11 Livestock and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Unit, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Outside kennels or runs are prohibited except in the back yard of a fenced-in Unit. Pets shall be under leash while walked in the Subdivision and shall not roam the Subdivision unattended. Pets may roam free, run, and play in the parks, if, and only if, the owner of the pet(s), or the owner's designee, are present and supervising. The owner of a pet shall immediately remove any pet excrement in the Common Area. Pet behavior must be properly managed at all times, and pet owners shall not allow pets to frighten, disturb or create a nuisance for others. Pet owners shall not permit pets to go onto other Owners' Units, or in Common Areas, except as expressly permitted in this Section 11.11. In the event anyone is attacked and/or bitten by a pet, the pet shall no longer be permitted in the Common Area.

Upon the written request of any Owner, the Board may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 11, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Subdivision if such pet is found to be a nuisance or the pet's behavior is found to be in violation of this Declaration. The Board shall have the further right, subject to Section 11 hereof, to fine any Owner (in an amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Unit, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Unit. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Unit and its Owner are subject. Nothing herein contained shall interfere with any provisions under the Americans with Disability Act or any similar state or local law, ordinance or regulation.

11.12 Obnoxious or Offensive Activities. No obnoxious, offensive or illegal activities shall be carried on upon any Unit, nor shall anything be done thereon which is or may become a nuisance to the Owners of other Units in Hidden Lake Preserve. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Subdivision shall be liable to the Association for the actual costs of removal thereof or the sum of \$150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Unit is subject.

Seasonal or holiday decorations, including but not limited to, a Christmas crucifix, nativity scenes, or the American Flag are allowed, regardless of the objection of anyone. The Association shall not have the authority to compel the removal of the aforementioned and shall not engage in any act that may be construed as such or in any way allow someone to be "bullied" by the preferences of another. However, with the exception of the American flag, all seasonal and holiday decorations should be removed within 10 days of the end of the event being celebrated.

11.13 Signs. Only the house number shall be visible on the front of the home. No advertising signs or billboard shall be erected on any Unit, including but not limited to signs that

may pertain to any business, association, organization or group with which the Unit Owner may be associated, unless prior written approval of the ARB is obtained. This restriction shall not apply to signs used to identify and advertise the Subdivision as a whole or to signs for selling Units and/or houses, provided such signs are within any size and other aesthetic requirements established by the Architectural Review Board. Also, the provisions of this Article shall not apply to notices posted in connection with judicial or foreclosure sales conducted with respect to a first mortgage. The restrictions of this Section shall not apply to the Declarant.

The Board may, but shall by no means be required to, place and maintain signs around the Common Areas, including, but not limited to educational signs put there by the various attending nature and wildlife associations, various warning signs of natural hazards present in the lake, stream and river park areas or signs of various types in and around the community facilities and/or amenities.

11.14 Aesthetics, Nature Growth, Pools Screening, Underground Utility Service. Trees which have a diameter exceeding six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Review Board, except those trees removed in initial construction. Clotheslines, garbage cans, woodpiles, and equipment, shall be screened to conceal them from view of neighboring Units and streets. All residential utility service and lines to residences shall be underground. Any in ground pool must be screened with a fence a minimum of four (4) feet in height. Above ground pools are not permitted. No window air conditioning units shall be installed in any permitted dwelling without prior approval of the ARB. Outside heating and cooling units must be screened from the front street or situated in the rear of the home.

11.15 Solar Panels, Antennas and Satellite Dishes. Solar panels, antennas, satellite dishes, radio or television transmission towers may be erected on any structure or within the property only after written approval of the ARB. In no event shall free standing transmission or receiving towers, satellite dishes or disks be permitted. Provided, however, (i) satellite reception dishes which are eighteen inches (18") in diameter or less may be installed in the least unsightly manner and location possible. Solar panels must be roof mounted only and must not extend beyond roof eaves. No ground mounted or roof eve mounted panels are permitted. In the event of a conflict between the restrictions contained in this Section 11.15 and Section 207 of the Telecommunications Act of 1996 and the Over-the-Air Reception Devices rules and regulations adopted by the Federal Communications Commission or applicable Federal or state statutes, rules or regulations, such statutes, rules or regulations shall govern.

11.16 Parking and Vehicles.

(a) Parking of the following vehicles within the Properties is restricted: construction vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other water craft, trailers, stored vehicles or inoperable vehicles. The foregoing vehicles may be parked only in enclosed garages approved in accordance with Article 9 of the Declaration or other areas as may be designated by the Board. No vehicle of any kind may be kept, stored, or parked on any non-paved area of a Unit or Common Area. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by Owner exceeds the capacity of the garage, but cannot be parked on any street overnight. The foregoing will not be interpreted, construed or applied to prevent the temporary nonrecurring parking of any vehicle, boat or trailer for a period not to exceed 24 hours upon any Unit. Boats or Boat trailers, motor homes, motorcycles and campers may be stored on Units in areas not visible from the street fronting the Unit, but cannot be hooked up to utilities for any reason other than maintenance or resided in by anyone, temporarily

or long term.

(b) Construction vehicles and equipment shall be exempt from this provision during daylight hours or for such period of time that is reasonably necessary for construction within a Unit or the Common Area. In the sole discretion of the Board, limitations may be placed on the parking areas, times for parking and points of entry for construction and commercial vehicles.

(c) Operation of motorized vehicles on pedestrian ways, bikeways, sidewalks and greens maintained by the Association is prohibited unless specifically permitted in the discretion of the Board. Any use of pedestrian ways, bike ways, sidewalks and greens maintained by the Association for motorized vehicles shall be subject to local laws and ordinances, and any restrictions established by the Board in permitting such use.

(d) Nothing herein contained shall interfere with any provision under the Americans with Disabilities Act or similar state or local law, ordinance or regulation.

11.17 Garbage and Refuse Disposal. No Unit 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 and then only in approved containers and screened from view from streets and other Units. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If litter is found on any Unit, the same will be removed by the Owner of such Unit, at the Owner's expense, upon written request of the Association.

The Declarant (during the Development Period) or the Association (after the Development Period or sooner if so delegated by the Declarant) may designate one company or organization to collect all trash, garbage, recycling and other waste. All Members are required to use such designated company or organization and to promptly pay for services billed to such Member by such company or organization. No other waste companies or organizations may collect trash, garbage, recycling or other waste.

All trash cans and/or recycling containers placed on the front right of way for pick up must be removed and restored to its proper place out of sight from the street within 24 hours after the content of said containers has been emptied. The same applies to yard waste and trimmings which must be placed out front for pick up in the manner required by the ones who collect such waste. Should these collectors fail to pick up the waste for any reason whatsoever, the Owner or Occupant must make prompt arrangements to see that it is removed immediately. Any dumping anywhere within the Subdivision is prohibited. Violations will carry substantial consequences. All parks will have parking areas with 55 gallon sized waste disposal receptacles.

11.18 Changing Elevations. No Owner, builder or Occupant shall excavate or otherwise extract any amount of earth from any Unit, park or Common Area for any reason. No elevation changes shall be permitted which materially affect surface grade of surrounding Units, unless approved in writing by the Declarant or the ARB and all necessary governmental permits and approvals are acquired.

11.19 Lighting. Exterior lighting must be approved by the ARB. Seasonal decorative lights may be used only pursuant to rules and regulations established by the Board from time to time.

11.20 Clean-up; Removal of Waste from Common Areas. All Unit Owners and/or their invitees who use Common Areas must remove all waste, trash and litter from Common Areas after

use and must return all Common Areas to a state equal or better to the state such Common Areas were in prior to such Unit Owner's use. This is important to the Association and other Unit Owners. Failure to do so may result in the imposition of fines and the assessment of clean-up costs by the Association on the offending Unit Owner.

11.21 Common Area, Greens, Sidewalks, Parks, and Bike and Pedestrian Pathways/Trails.

(a) Owners and Occupants of Units, as well as their employees, lessees, invitees, clients, customers, guests and pets shall refrain from any actions which deter from the enjoyment by other Owners of areas within the Properties designated as Common Areas, parks, nature preserve, pedestrian plazas, sidewalks, bike and pedestrian pathways/trails, and private streets, lanes and alleys. Prohibited activities shall include, without limitation, obstruction of Common Area, maintenance of dogs or other pets under conditions which interfere with the use of the specified areas by other Owners, their tenants and invitees, playing of loud radios or musical instruments, holding of large gatherings without advance approval of the Board, loitering, or use of facilities, tents or other temporary structures, stages, vending machines or facilities, except for events approved in advance by the Board and otherwise permitted under this Declaration. The Board may promulgate other rules and restrictions for use of these areas.

(b) Special events held within the Properties by any person other than the Declarant including, without limitation, educational, cultural, entertainment, promotional, sporting or social events expected to draw increased vehicle, bicycle and pedestrian traffic to the Common Area, pedestrian plazas, sidewalks, and bike and pedestrian pathways/trails within the Properties shall be approved in advance by the Board. Such approval shall be in the sole discretion of the Board. After such special events, the Common Areas shall be left clean and free of all waste and debris.

11.22 Environmental Protection. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Properties or adjoining buffer zones or which use excessive amounts of water or which result in unreasonable levels of sound or light pollutions are prohibited. Restricted and prohibited activities include without limitation the following:

(a) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any buffer zone, drainage or irrigation ditch, swale, stream, pond, wetlands or creek, or elsewhere within the Properties or adjoining areas is prohibited, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff.

(b) Obstruction, re-channeling or any other interference with drainage flows after location and installation of drainage swales, storm sewers, or storm drains is prohibited, except that the Declarant and the Association shall have such right; provided the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent.

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Properties are prohibited, except that Declarant and the Association shall have the right to draw water from such sources.

(d) Living trees shall be removed from the Properties only in conformance with plans approved in accordance with Article 9 and Section 11.28.

(e) All areas designated on a recorded plat as "wetlands" shall be generally left in a natural state, and any proposed alteration of the wetlands must be in accordance with any restrictions or covenants recorded against such property and be approved by all appropriate regulatory bodies. Prior to any alteration of a Unit, the Owner shall determine if any portion thereof meets the requirements for designation as a regulatory wetland. Notwithstanding anything contained in this Section, the Declarant, the Association, and the successors, assigns, affiliates and designees of each may conduct such activities as have been or may be permitted by the U.S. Army Corps of Engineers or any successor thereof responsible for the regulation of wetlands.

11.23 Construction Activities. No construction, erection, or placement of any structure, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved is permitted, except in strict compliance with the provisions of Article 9 of the Declaration. Notwithstanding anything otherwise contained in this Section 11 or elsewhere in these Restrictions, the ARB may approve utility buildings, small storage building, sheds or similar structures. The following restrictions shall also apply:

(a) After commencement of construction of any Improvements in the Properties, the Owner shall diligently prosecute the work thereon, to the end that the Improvements shall not remain in a partly finished condition any longer than reasonably and normally necessary for completion thereof.

(b) The Owner of the Unit on which Improvements are being constructed shall at all times keep streets and parking contiguous to the Unit free from excess dirt, mud, garbage, trash or other debris as may be occasioned by construction of the Improvements.

(c) Rocks and trees removed during construction of Improvements shall be disposed of on the Units under construction in strict conformance with plans approved in accordance with Article 9.

(d) Storage of construction materials and equipment shall strictly conform to plans approved in accordance with Article 9. The foregoing materials and equipment shall not be permitted within any natural barriers established prior to construction.

(e) No overhead utility lines, including lines for cable, digital or similar television services, shall be permitted within the Properties, except for temporary lines as required during construction and lines installed by or at the request of Declarant. Declarant reserves the right to approve all utility construction and installation, including but not limited to water, electricity, sewer, solar panels, all alternate or alternative electricity and/or water devices and/or systems. Windmills are prohibited throughout the community.

11.24 Model Homes. Declarant, as well as any Approved Builder of homes in Hidden Lake Preserve, shall have the right to construct and maintain model homes on any of the Units. "Model Homes" shall be defined as those homes used for the purposes of inducing the sale of other homes within the Properties. The exterior of all model homes must be kept pristine at all times. Any exterior storage of vehicles, excess signs, supplies or materials of any type is prohibited.

11.25 Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or other substance approved in writing by Declarant or by the ARB and of a uniform quality. It is preferred that garages be detached in the rear of the house or relocated by the builder and attached to the rear of the house with a courtyard style pad, or larger lots made with a side garage door entrance. While it is preferred that detached garages be located in the rear of the

house, the ARB, may, in its discretion, approve a detached garage that is located elsewhere on a Unit. Otherwise, for a front entrance garage, entrances must be flush with the rest of the front of the house or limited to extend no more than 4 feet from the front wall of the rest of the house. No garages will be permitted to be attached to the front of the house and extend most of its depth out of the front of the house into the driveway. Driveways must be masonry, not gravel or asphalt and sidewalks built to county codes where required with proper tie-ins to other subdivision concrete work or concrete work on contiguous lots and/or leaving ends for the same effort for others, and maintaining the same and continuous concrete look throughout the Subdivision.

11.26 Maintenance. The Owner of each Unit, improved and unimproved, shall keep the same free of all tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which Unit shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health. In the event the Owner of any Unit fails to comply with the terms of this paragraph, the Declarant, the Board, and/or the Association shall have the right (but not the obligation) to go upon such Unit and to cut and remove tall grass, undergrowth, weeds, rubbish and other unsightly or undesirable things and objects therefrom and to do all other things and perform and furnish any labor necessary to desirable in its judgment to maintain the Unit in a neat and attractive condition, all at the expense of the Unit Owner, which expense shall become payable by the Owner to the Declarant and/or the Association on demand, and if not paid on demand by such Owner, the reasonable cost of such shall be added to and become a part of the General Assessments herein provided, to which such Unit is subject. Neither the Declarant nor the Association, as the case may be, nor any of its agents, employees or contractors shall be liable for any damages to any person which may result from the exercise of any of the rights conferred upon them as set forth in this paragraph.

11.27 Firearm and Weapon Discharge. Any firearm discharge other than for defense or protection of one's life or property is prohibited on all property shown on the Plat. Firearms shall include rifle, gun, pistol, shotgun, black powder gun, pellet or BB gun, bow and arrow and any other weapon from which any bullet, shot or projectile may be discharged. The Board shall have no obligation to take action to prevent or stop such discharge.

11.28 Grading and Clearing Lots. Because of the nature of the theme of Hidden Lake Preserve, it is highly desirable to the Declarant to leave trees when possible. During the Development Period, the Association shall not remove trees in Common Areas with the prior written approval of Declarant.

It is the intent of Declarant with regard to trees, especially old mature hardwood trees, is to preserve them when possible and to give the community a seasoned look. It is also strongly desired to have as many of the larger, mature trees in the front yards near the streets preserved for the look it affords to the street and neighborhood. The homes themselves do not have to be in a level straight row and may be staggered in lot depth to make room for one of these beautiful trees if so desired.

11.29 Maintaining Trees by Owners and the Association. Owners or builders of such lots where mature tree(s) are left on a property line of two contiguous lots may fence as close as possible up to the tree, but may not carve into or attach anything to the trunk and both lot Owners shall share either in the effort, cost or both of maintaining the tree should it need to be trimmed. Should limbs fall from the tree, naturally or by natural force, the Owner whose yard the limbs fall shall be responsible for the clean-up. Should any fence or any other improvement or amenity be damaged from such occurrence, the owner of the fence, improvement or amenity or the appropriate insurance company shall bear the cost of its repair. Should any tree die, be struck by lightning or other natural disaster or otherwise become hazardous and need to be removed as determined by

the Association, then the cost of such removal shall be borne by the Association if the tree is in a common area, including within the rear setback of any lot. If a tree to be removed is in a "rear" setback, but also crosses the setback line in any portion into an owner's lot, then both the Association may remove the tree at its own expense and/or the owner shall split the removal cost if the tree is predominately on the owner's lot. The Association shall not be required to share in any responsibility for trees within side or front lot setbacks or front utility right of ways to any lot. Costs may also be divided among affected owners as the Association see fit. Should the removal of any tree leave a gap in the fencing of any owner, said owner shall be solely responsible for closing the gap in their own fence.

11.30 Constructing Pads. All pads, concrete or otherwise, shall be constructed by only licensed builders approved by the Developer or Architectural Committee and said builder shall have all required permits, shall complete the work according to all requirements thereof and pass inspection by those appropriate authorities. Pads are not required to be constructed in a straight line of contiguous lots.

11.31 Retaining or Decorative Walls. When adding retaining walls for any reason whether functional or decorative, in addition to compliance with this Declaration, such walls must be permitted by Greenville County if required as it pertains to any construction requirements as well as erosion control and made of materials designed for longevity. All retaining walls must match contiguous walls and other retaining walls otherwise located in the Subdivision unless otherwise approved in writing by the Declarant and/or the ARB.

11.32 Landscaping. All Units must be adequately landscaped. Landscaping should include a well-kept lawn and tasteful shrubbery and vegetation. Lawn ornaments are permissible providing they are not offensive to others, as to be determined by the Board and cannot contain offensive statues, windmills, pinwheels and other such items or in numbers that can cause the appearance of clutter. All landscaping components including all portions of any plants must be a minimum of 12 inches from all property lines, streets, curbs and sidewalks. No portion of any landscaping or plants thereof shall encroach across any property line nor protrude into or over any street or sidewalk nor obstruct visibility in any way. It is the responsibility of the Owner to verify with the appropriate authority over any given easement what is and is not permitted within the easement area. Owners risk removal of vegetation, trees, shrubbery and other landscaping that interferes with an easement holder's legal rights granted in the easement. The ARB may, but shall not be required to, issue further rules and regulations regarding landscaping.

11.33 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Unit Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article 8 hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment (a) is made by the Declarant during the Development Period, or (b) is approved by the percentage votes and pursuant to the same procedures, necessary to institute proceedings as provided above.

11.34 Rules and Regulations. In addition to the use restrictions set forth in the Article, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete rules and regulations applicable to the Properties. Such rules shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special

meeting by a Majority of the Members holding Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant.

ARTICLE 12: EASEMENTS

12.1 Utilities. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as indicated on recorded plats. An easement is reserved over front, side and rear Lot lines five (5) feet in width on each interior Lot for the installation, operation, and maintenance of utilities and for drainage purposes. On all exterior Lots, an easement five (5) feet in width on the front and side Lot lines and ten (10) feet in width on the rear Lot line is reserved for the installation, operation and maintenance of utilities and for drainage purposes. 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. Anything placed, grown, or constructed over any easement may be removed and/or destroyed by the easement holder without prior notice and/or any obligation to repair or compensate. Each Unit Owner is hereby placed on notice that anything of value located, placed, grown, constructed or otherwise allowed in or on any easement is subject to removal, destruction and/or damage and the locating, placing, growing, constructing or otherwise allowing of anything on any easement is at the sole risk and responsibility of the Unit Owner. Neither the Declarant nor the Association shall be responsible for any damages, losses, expenses or costs incurred by a Unit Owner due to the actions of an easement holder. Both the Declarant and the Association shall be held harmless for any and all such actions.

An easement is hereby established for the benefit of Greenville County (and any other person or firm providing services to the Properties under agreement with or at the direction of the Association) over all Common Area as may be reasonably necessary for the setting, 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 service or utilities to the Common Area or Units.

12.2 Conservation of Open Spaces. Declarant has created or may create certain areas within Hidden Lake Preserve that are or will be shown on the Plat as "Open Space." Neither the Declarant, the Owner(s), the Association, nor any advisory or community board shall be granted permission to remove or destroy trees or natural vegetation from such Open Spaces, nor shall any of the following be allowed, without the express written approval of the Greenville County Planning Commission or other applicable governmental agency or board: subdivision of property, filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Open Spaces; and changing the grade or elevation, impairing the flow or circulation of waters, or reducing the reach of waters. The following are expressly exempted from this paragraph: a) recreational or educational activities consistent with the continuing natural condition of the Property; b) removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster; c) restoration or mitigation required under law; d) construction and maintenance of a trail for educational and recreational purposes; and e) discharges of storm water to and from such Open Spaces as set forth in the Storm Water Management and Sediment Reduction Plan approved or to be approved by Greenville County.

Declarant shall grant, via separate document, a duly recorded conservation easement with respect to the Open Spaces to the Association.

12.3 Sign Easements. Easements for the maintenance of Subdivision signs and landscaping and lighting surrounding same are reserved as indicated on recorded plats. Declarant hereby grants, gives and conveys to the Association a perpetual, non-exclusive easement over any portions of Units designated as "sign easement(s)" or "landscape Easement(s)" on the Plat, to maintain, repair, and replace the Subdivision signs which may be located thereon, as well as the lighting fixtures and any landscaping thereon. The costs of all such maintenance, repair and replacement shall be part of the common expenses of the Association, payable by the Owners as set out in Article 8 hereof.

ARTICLE 13: MORTGAGEE PROVISIONS

13.1 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

13.2 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

13.3 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) Days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE 14: DECLARANT'S RIGHTS

14.1 Transfer or Assignment. Any or all of the special rights and obligations of the Declarant set forth in the Governing Documents, including, but by no means limited to, the rights of Declarant in Section 14.10, may be transferred or assigned in whole or in part, at any time Declarant so chooses, to the Association or to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

14.2 Development and Sales. The Declarant and others authorized by Declarant may maintain and carry on such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Units, such as sales activities, tournaments, charitable events, and promotional events, and may restrict Members from using the Common Area during such activities. Such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with Members' use and enjoyment of the Common Area. In the event that any such activity necessitates exclusion of Owners from Common Areas, such activities shall not exceed seven (7) consecutive Days. The Declarant and others authorized by the Declarant shall have easements over the Properties for access, ingress/egress and conducting such activities.

In addition, the Declarant and others authorized by Declarant may establish within the Properties such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Units, including but not limited to, business offices, signs, model units, tents, sales offices, sales centers and related parking facilities. Notwithstanding anything otherwise contained herein, during the Development Period, Owners may be excluded from use of all or a portion of such facilities in the Declarant's sole discretion. The Declarant and others authorized by the Declarant shall have easements over the Properties for access, ingress, and egress and use of such facilities.

Declarant may permit the use of any facilities situated on the Common Area by persons other than Owners without the payment of any use fees.

14.3 Improvements to Common Areas. The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such Improvements to the Common Area as it deems appropriate in its sole discretion.

14.4 Additional Covenants. No person shall record any declaration of covenants, conditions and restrictions, declaration of condominiums, easements, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such written consent shall result in such instrument being void and of no force and effect unless approved by written consent signed by the Declarant and recorded in the Public Records.

14.5 Limitations in Use. During the Development Period, the Declarant, acting in its sole and absolute discretion, retains the right but not the obligation to limit the use of any portion of the Properties, including any one Unit or group of Units, to one or more, but less than all, of the permitted uses under the Zoning Ordinance.

The limitations on use imposed by the Declarant may not be changed without the written consent of the Declarant during the Development Period. Thereafter, or at such time as the Declarant assigns it rights in this regard to the Association, any change in the limitations on use shall require the consent of the Board and the Owner(s) of the affected Unit or Units, and shall be set forth in a written instrument recorded in the Public Records. Declarant shall have the further right to establish such rules, regulations and procedures for initial and continuing review, approval and enforcement of the use or uses of and for all Units as provided in Article 11. Any change on the limitations of use of a Unit and the resulting change of the actual use of such Unit may impact the assessment and voting allocations for the affected Unit. The Board may, but shall not be obligated to, revise the Association's budgets to reflect such change and send the revised budgets to the Owners in accordance with Article 8.

14.6 Right of Class "B" Member to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have the right to disapprove any action, policy or program of the Association, the Board, and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of the Declarant under the Governing Documents, or interfere with development of or construction on any portion of the Properties, or diminish the level of services being provided by the Association.

(a) The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or

by personal delivery at the address the Class "B" Member has registered with the secretary of the Association, which notice complies with the By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at such meeting. The Class "B" Member may waive its right to receive notice in the same manner as provided in the By-Laws.

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor or any prospective action, policy or program which would be subject to the right of disapproval set forth herein.

No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

The Class "B" Member, its representatives or agents may make its concerns, thoughts and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within ten (10) Days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) Days following receipt of written notice of the proposed action. No action, policy, or program shall be effective or implemented if the Class "B" Member exercises its right to disapprove. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

14.7 Builder Requirements. All builders must be approved in writing by Declarant prior to commencing construction. Builder approval shall be given or withheld in Declarant's sole discretion. In addition to other requirements Declarant deems appropriate, builders must have such experience and/or certifications of building certified "Green" homes and must use certified installation professionals when installing specific energy or water conservation devices, methods and/or equipment thereof, as are deemed satisfactory to Declarant.

14.8 Declarant Affiliations. The Association and all Members shall not have the authority to interfere with, fail to cooperate with, replace, substitute, undermine or terminate relationships with any of the affiliations/vendors/service providers set up by the Declarant until such time as said Declarant gives permission in writing, specific to the person, persons or entity and specified by name. This includes, but is not limited to nature and plant societies, approved builders and contractors.

14.9 Declarant's Rights to Common Areas and Common Area Usage after End of Development Period, Assignment or Termination of Declarant Rights or Surrender or Termination of Class B Membership. Notwithstanding anything otherwise contained in this Article 14 or elsewhere in this Declaration, regardless of the termination or other cessation of the Development Period, assignment or termination of Declarant Rights or surrender or termination of Class B Membership, Hidden Lake Preserve SC, LLC, its successors and/or assigns, shall retain the right to use, rent out and make available for use the Common Areas to invitees, licensees and third parties for various events, gatherings and/or parties and the right to retain any revenue generated by the same, provided Hidden Lake Preserve SC, LLC, its successors and/or assigns, shall use this right in a reasonable and fair fashion and in such a way as not to fundamentally alter Unit Owner's rights to

Common Areas, as a whole.

14.10 Use of Common Area by Hidden Lake Estates. The Declarant reserves the right to unilaterally grant the right to use the Common Areas to Hidden Lake Estates or any other subdivision for which Declarant is the declarant, without annexing the other subdivision, or subjecting it to the provisions of this Declaration. Declarant may, but shall not be required to, document such rights with a written instrument recorded in the Register of Deeds Office for Greenville County. The execution and/or recording of the granting of any such rights by Declarant shall be binding upon the Association.

ARTICLE 15: GENERAL PROVISIONS

15.1 Duration. Except as otherwise limited by South Carolina law, this Declaration shall have perpetual duration. If South Carolina law limits the period during which covenants may run with the land, then this Declaration shall automatically be extended at the expiration of the period for successive periods of twenty (20) years each. Notwithstanding the above, if any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until the year 2101 A.D.

15.2 Amendment.

(a) Unless otherwise provided by South Carolina law, this Declaration may be terminated or amended within the first twenty (20) years after the date of recording by an instrument signed by Owners of at least ninety percent (90%) of the total Units within the Properties, which instrument is recorded in the Public Records; provided, however, regardless of the provisions of South Carolina law, this Declaration may not be terminated or amended during the Development Period without the prior written consent of the Declarant. After twenty (20) years from the date of recording, this Declaration may be terminated or amended only by an instrument signed by Owners owning at least fifty-one percent (51%) of the Units and constituting at least fifty-one percent (51%) of the total number of Owners, and by the Declarant, if the Declarant owns any portion of the Properties. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

(b) Notwithstanding subsection (a) above, during the Development Period, Declarant may unilaterally amend this Declaration for any other purpose provided that any such amendment shall not materially adversely affect the substantive rights of any Unit Owners hereunder with respect to such Unit Owner's own Unit, nor shall it adversely affect title to any Unit without the consent of the affected Unit Owner.

15.3 Variances. Notwithstanding anything to the contrary contained herein, Declarant and the Board or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the By-Laws and any rule, regulation, or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the community.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on this the 25 day of February 2018 9

Executed and declared
in the presence of:

DECLARANT:

[Signature]
Witness # 1

HIDDEN LAKE PRESERVE SC, LLC, a South
Carolina limited liability company

By: [Signature]

[Signature]
Witness # 2 / Notary

Its: Manager

STATE OF FLORIDA)

COUNTY OF LEE)

PROBATE

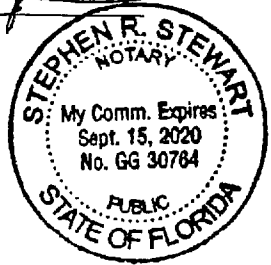
Personally appeared before me the undersigned witness, who says on oath that (s)he saw
the within named Limited Liability Company, by its duly authorized Manager, sign, seal and deliver
the within written instrument and that (s)he with the other witness, witnessed the execution
thereof.

Sworn to before me this

25th day of FEBRUARY, 2018¹⁹

[Signature]
Witness # 1

[Signature]
Notary Public for Florida
My Commission Expires:



IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on this the 7 day of February 2018⁹

Executed and declared
in the presence of:

CONSENTING OWNER:

Adams Homes AEC, LLC, a South Carolina
limited liability company

Matt Hood
Witness # 1

By: [Signature]
William Bryan Adams

[Signature]
Witness # 2 / Notary

Its: MANAGER

STATE OF FL)
COUNTY OF SANTA ROSA)

PROBATE

Personally appeared before me the undersigned witness, who says on oath that (s)he saw the within named Limited Liability Company, by its duly authorized Manager, sign, seal and deliver the within written instrument and that (s)he with the other witness, witnessed the execution thereof.

Sworn to before me this

7 day of Feb, 2018⁹

Matt Hood
Witness #1

[Signature]
Notary Public for 1.25.23
My Commission Expires:

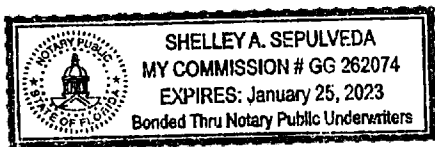


EXHIBIT A

Property Description

All that certain tract of land with all improvements thereon or hereafter constructed thereon in Greenville County, South Carolina, on the easterly side of Standing Springs Rd and on the Southerly Side of Ashmore Bridge Rd, shown as Phase 1-A of Hidden Lake Preserve Subdivision, on a plat entitled "Hidden Lake Preserve, Phase 1-A," dated June 20, 2018, and recorded June 28, 2018 in the Register of Deeds Office for Greenville County, South Carolina, in Plat Book 1309, Page 23. Reference is hereby made to said plat for a more complete and accurate description.

This being a portion of the same property conveyed to Hidden Lake Preserve SC, LLC by deed of Julia Adele McAuley and Thomas Clayton Wyatt, dated July 13, 2017 and recorded July 17, 2017, in Deed Book 2516, Page 5285, in the Office of the Register of Deeds for Greenville County, South Carolina. This also being a portion of the same property conveyed to Adams Homes AEC, LLC by Deed of Hidden Lake Preserve SC, LLC dated July 19, 2018 and recorded August 14, 2018 in the Register of Deeds for Greenville County in Deed Book 2545, Page 1233.