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R 837-2182

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**WILLOW LAKE**

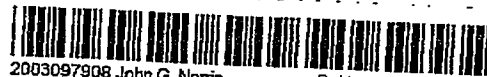
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Declaration of Coven

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2003097908 John G. Norris

Richland County ROD

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS – WILLOW LAKE**

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STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF RICHLAND )  
**DECLARATIONS OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS  
 WILLOW LAKE**

THIS DECLARATION, made on the date hereinafter set forth by Talisma Holdings, Inc., a North Carolina corporation, hereinafter referred to as "Declarant," and by Willow Lake Holdings, LLC, hereinafter referred to as "Developer,"

WITNESSETH THAT:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires that there be developed thereon a residential community providing well-planned residential lots and open spaces; and

WHEREAS, the Developer will acquire and develop portions of the property described in Article II; and

WHEREAS, Declarant and Developer have deemed it desirable, for the official preservation of values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community facilities and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer, as hereinafter defined, has incorporated under the laws of the State of South Carolina a non-profit corporation, The Willow Lake Homeowners' Association, Inc., for the purpose of exercising the functions aforesaid,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declarant and the Developer do declare that the real property described in Section 1, Article II hereof, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold and occupied subject to the covenants, restrictions, reservations, easements, charges and liens all of which are for the purpose of protecting the desirability and attractiveness of the properties described herein, and which shall run with the real property and be binding on all persons having a right, title or interest in the property described herein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**  
**Definitions**

Section 1. "Association" shall mean and refer to Willow Lake Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that real property described in Article II, Section 1 hereof (more particularly described on Exhibit "A" hereof), and such additions thereto as may hereinafter be brought within the jurisdiction of the Association, including additions as provided in Article II.

Section 4. "Common Area" shall mean and refer to all real property (including the improvements thereon) owned by the Association for the common and exclusive use and enjoyment of the Owners and others entitled to the use thereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, together with the improvements thereon, with the exception of the roads and Common Area.

Section 6. "Member" shall mean and refer to every person who is a member of the Association.

Section 7. "Declarant" shall mean and refer to Talisma Holdings, Inc., or any person or entity (including the Developer) who succeeds to the title of Declarant to any portion of the Properties by sale or assignment of all of the interests of the Declarant in the Properties, if the instrument of sale or assignment expressly so provides, or by exercise of a right of foreclosure of a mortgage given by the Declarant or a deed in lieu thereof. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Declarant by this Declaration, the Articles of Incorporation or Bylaws of the Association.

Section 8. "Developer" shall mean and refer to Willow Lake Holdings, LLC, a South Carolina limited liability company, its successors and assigns.

Section 9. "Dwelling" shall mean and refer to any building located on a dwelling

lot and intended for use as housing for a single family.

Section 10. "Single Family" shall mean and refer to one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three (3) persons not all so related, together with his/her or their domestic assistants, maintaining a common household.

Section 11. "Development", "Project", and "Community" shall mean and refer to the various phases or developments of Willow Lake described in the general development plan referred to in Article II and/or any additional phases of Willow Lake to be developed or constructed by Developer.

**ARTICLE II**  
**Property Subject to This Declaration**  
**and Additions Thereto**

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Richland County, South Carolina, and is more particularly described as follows:

[SEE EXHIBIT A ATTACHED HERETO]

All of which real property shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration in the following manner:

(a) Additions by Declarant. The Declarant, and the Developer, their successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the Development, provided that such additions are in accord with that general plan of development prepared by Developer and which is available for inspection in the sales office of the Developer. The general plan of development shall not require or bind the Declarant or the Developer, their respective successors and assigns, to make proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon, and the general plan shall create no rights in any third party to the contrary.

The additions authorized under this and the succeeding subsection shall be made by filing of record a supplementary Declaration with respect to the additional property which

shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Said supplementary Declaration may contain complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and which are not inconsistent with the scheme of this Declaration.

The Declarant and the Developer may establish subassociations for additions of properties in the Community of a different character or type than the single-family Dwelling Units and Lots of the Existing Properties such that a separate association of owners or a subassociation of this Association would be appropriate.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation or Bylaws, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record a supplementary Declaration as described in subsection (a) hereof.

(c) Mergers. Upon a merger or a consolidation of the Association with another association, as provided in its Articles of Incorporation or Bylaws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. The covenants and restrictions established on other properties governed by an association that is merged into or becomes a subassociation of this Association would continue to apply to such properties unless amended in accordance with the Declaration creating said covenants and restrictions. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as herein provided.

### **ARTICLE III** **Property Rights**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and pass

with the title to every Lot, subject to the following provisions:

(a) The right of the Association to formulate, publish and enforce rules and regulations regarding the use of the Common Area and to charge reasonable admission and other fees for the use of any recreational facilities located thereon;

(b) The right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or 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 to transfer signed by at least two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the Bylaws of the Association, his rights of enjoyment of the Common Area and facilities to members of his family, his tenants, or to contract purchasers, provided, however, that each such delegee shall reside upon a Lot of such Owner.

Section 3. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area described herein to the Association, free and clear of all liens and encumbrances, at the time or prior to the conveyance of the last Lot in the Community by the Developer or Declarant, subject only to the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and utility and drainage easements specifically reserved or indicated on any recorded plat.

**ARTICLE IV**  
**Membership and Voting Rights**

Section 1. Membership. Every Owner of a Lot which is subject to assessment by the Association shall be a member of the Association. Membership shall be appurtenant and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two (2) classes of voting

membership.

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant and the Developer, and each shall be entitled to one (1) vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be the Developer and it shall be entitled to three(3) votes for each Lot owned by the Developer or the Declarant. The Class B Membership shall terminate and be converted to Class A Membership on the happening of either of the following events, which ever occurs earlier:

- (1) When ninety-five percent (95%) of the Lots in the Community, including additional planned phases as shown in the general development plan described in Article II, are sold by the Developer; or
- (2) On December 31, 2014.

## **ARTICLE V**

### **Covenants for Assessments**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and Developer, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:(a) Annual assessments or charges; and (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot and improvements against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation of an Owner for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the recreation, health, safety and welfare of the residents of the Properties, and in particular for the maintenance and improvement of the Common Area, the payment of any taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws, the establishment of an adequate reserve for the maintenance, repair and replacement of the improvements in the Common Area, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Amount of Annual Assessments. The annual assessment for each Lot in the Properties shall be payable quarterly, in advance, and the amount thereof shall be determined as follows:

(a) Up to and including December 31, 2004, the maximum annual assessment amounts for each type of property shall be:

- (1) Dwelling Units \$300.00; (including all forms of residential units, whether detached, patio, duplex, condominium, apartment, villa, etc.) Property shall not be classified for purposes of these Covenants and these Annual Assessments as a Dwelling Unit until roof and windows have been installed and a certificate of occupancy or the equivalent, has been issued by the Association or the appropriate governmental agency. The assessment and improved property rate shall begin on the first day of the month thereafter.
- (2) Residential Lots \$120.00; Property shall not be classified for purposes of these Covenants and these Annual Assessments as a Residential Lot, whether conveyed to the purchaser by the Developer, or held by the Developer in its own inventory, until the first day of the month after all of the following have been accomplished:
  - (A) recording of a plat in the Office of the Register of Deeds for Richland County, South Carolina, showing such residential lot; and
  - (B) approval by appropriate County agencies permitting said lot to be offered for sale.

- iii. Developer Lots \$80.00; Unoccupied Lots owned by the Declarant or the Developer shall be considered Developer Lots entitled to the lower assessment rate. A Lot shall be deemed "unoccupied" within the meaning of this section when no person has begun to use such Lot as a permanent or temporary place of residence. When an unoccupied Lot becomes occupied or when the ownership thereof is transferred from the Developer or the Declarant to any other person or entity, whichever occurs first, the said Lot shall become subject to payment of the higher annual assessment rate for Residential Lots or Dwelling Units, whichever is applicable, beginning with the month immediately following the day such Lot becomes occupied or is transferred, whichever occurs earlier, for the remaining portion of the year and thereafter.

(b) The maximum annual assessment for the calendar year beginning January 1, 2005, and for each calendar year thereafter, shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year. In the event the Board of Directors does not increase the annual assessment in a given year, or increases it in an amount less than that which is authorized by this Section 3, paragraph (b), the Board of Directors shall be deemed to have reserved the right and shall be authorized in subsequent years to implement that reserved portion of the authorized but unexercised authority to increase said assessment but any application of same may only be given prospective application;

(c) The maximum annual assessment may be increased without limit by the affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum. When the Board of Directors fixes the annual assessments for each calendar year, the Board shall, at the same time and in connection therewith prepare, or cause to be prepared, an annual budget showing the services furnished by the Association and the costs thereof per Lot.

Section 4. Special Assessments for Capital Improvements, Extraordinary Repairs, Operating Deficits. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related hereto, or for extraordinary repairs to Common Area and improvements, for Operating deficits of the Association or for other good reasons determined by the Board of Directors of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members 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 Lots and may be collected on a quarterly basis.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all of 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 date set for the preceding meeting.

Section 6. Uniform Rate of Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots within a Lot classification and shall be collected annually in advance, or any other basis approved by the Board of Directors. Any increase or decrease in the fixed amount of the annual regular assessment shall be made in such a manner that the proportionate increase or decrease in such assessment is the same for Owners of Residential Lots and Dwelling Units.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments shall commence as to any Lot on the first day of the month following conveyance of such Lot by the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment and give every owner subject thereto written notice of each assessment. Due dates shall be established by the Board of Directors. The Association, upon demand at any time and for a reasonable charge, shall furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been

paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments, including annual or special assessments, not paid within thirty (30) days after the due date shall bear interest from the due date at that rate which is equal to the rate of interest chargeable by law in the State of South Carolina on money judgments. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property in like manner as a mortgage of real property and, in either event, interest, costs and a reasonable attorneys' fee shall be added to the amount of such assessment. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the annual assessment due and payable and collect the same through foreclosure. In the event of any such foreclosure, the Owner shall be required to pay a reasonable rental for the Lot after commencement of the foreclosure action; the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or by abandonment of his Lot.

Section 9. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to (1) the lien of any first mortgage, and (2) the lien of any unpaid ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No such sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Working Capital and Capitalization Fee. Each Owner, upon acquiring title to any Lot, shall be required to pay to the Association the amount of One Hundred and No/100 Dollars (\$100.00) as a capitalization fee to assist in funding working capital to be maintained in an account for the use and benefit of the Association. Amounts so paid are not to be considered as advance payments of regular assessments.

## **ARTICLE VI**

### **Architectural Control**

Section 1. Purpose. It is the purpose of the Declarant and the Developer to prohibit

any improvement or change in the Properties which would be unsafe or hazardous to any personal property; to minimize destruction or diminution of the view afforded to all Lots, and to preserve as much as is practicable of the visual continuity of the Properties; to assure that the improvements and construction of Dwelling units on the Properties will be of good and attractive design, and in harmony with the natural setting of the area and serve to preserve and enhance the beauty thereof, and to assure the materials and workmanship for all improvements are of high quality and comparable to other improvements permitted on the Properties, and to assure that construction of improvements in the Properties is carried out by builders of financial reliability who can be expected to produce quality construction.

Section 2. Approval Required. No building, wall, walkway, sidewalk, driveway, fence, mailbox, screening device, swimming pool or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein including without limitation any substantial plantings or landscaping be made, nor shall the clearing of any living trees or change of property grade be made, until plans and specifications showing the nature, kind, shape, height, materials, location and grade of the same have been submitted to and approved in writing as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and location in relation to surrounding structures and topography by the Board of Directors of the Association or the Architectural Review Committee. No change shall be made in the color, stain or painting of any structure or door or shutter thereof, or balcony or deck thereunto attached, unless so approved. Basketball goals and other sports equipment permanently installed on the Properties shall be in accordance with guidelines established by the Architectural Review Committee, or approved in writing by such Committee before installation.

Section 3. Architectural Review Committee. The Architectural Review Committee (ARC), shall consist of at least three (3) and not more than five (5) members, to be appointed by the Board of Directors, and shall have exclusive jurisdiction to approve or disapprove all new construction, modifications, additions, or alterations on any portion of the Properties. The ARC shall prepare and, on behalf of the Board of Directors, shall promulgate architectural review guidelines. The guidelines shall be those of the Association, and the ARC shall have sole and full authority to prepare and amend them. These guidelines shall be made available to Owners who seek to engage in construction or alterations upon any portion of the Properties, and such Owners shall conduct their operation strictly in accordance therewith. The ARC shall also promulgate appropriate forms upon which applications for approval shall be submitted, and shall have the authority to change such forms from time to time.

Section 4. Liability. Neither the ARC or any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans, drawings and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- (c) The development of any property within the Properties, provided that such member has acted in good faith on the basis of such information as may be possessed by him or her; or
- (d) Any negligence or breach of contract by any builder approved by the ARC to carry out construction within the Properties.

Section 5. Responsibility of Developer. The Developer shall have the right of performing all functions and to give the approvals and disapprovals otherwise within the jurisdiction of the ARC, so long as Class B Membership exists.

Section 6. Procedures. Whenever approval is required for any matter within the jurisdiction of the ARC, the person seeking such approval shall furnish the data required by such Committee, upon forms furnished by it, and no such submission shall be deemed to have been made unless and until all required information has been received. The Committee shall either approve or disapprove such design and location and proposed construction and clearing activities within forty-five (45) days after such plans and specifications have been submitted to it. If the plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Board of Directors of the Association shall have the right, from time to time, to establish reasonable filing fees to defray the expenses of the ARC, which shall be paid at the time of submission of such plans.

Section 7. When Approval Deemed Granted. In the event the ARC shall fail to approve or disapprove a proposed design plan location within forty-five (45) days after the plans and specifications therefor have been received by it, approval shall be deemed granted, unless a suit to enjoin the proposed construction has been commenced prior to commencement of construction. Plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data, or fail to present accurate

and complete information upon which the Committee shall be expected to base its decision.

Section 8. Right to Inspect. The ARC shall have the right, at its election, to enter upon any Lot during the construction, erection or installation of improvements or alterations, to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications, and in a good and workmanlike manner utilizing approved methods and good quality materials. The Committee shall have the power to order the dismantling or cessation of nonconforming work, and to enforce such order by any legal or equitable proceedings, including but not limited to, a proceeding seeking a temporary restraining order or other injunctive relief.

Section 9. Time of Construction. Any construction undertaken on any Lot shall be commenced within two (2) years after Developer shall first convey such Lot, prosecuted with diligence toward the completion thereof, and construction of any Dwelling shall be completed within one (1) year after commencement of construction, except that such period may be extended by reason of act of God, labor disputes or other matters beyond the Owner's control. "Completed" shall include installation of all approved landscaping.

Section 10. Repurchase. Failure of an Owner to comply with the provisions of Section 9 of this Article, or an attempt by an Owner to convey his Lot prior to commencing construction of a Dwelling thereof, shall entitle Developer, within thirty-six (36) months after original conveyance by it of such Lot, to repurchase the same at the same price as such Lot was originally sold. Unless such Owner shall immediately comply with Developer's exercise of this right to repurchase, Developer may enforce its right by suit for specific performance, and may file a notice of lis pendens as evidence of its intent to do so. Failure to file such notice within thirty-six (36) month period shall be conclusive evidence that the Owner has complied with Section 9, or that Developer has waived its right to require such compliance.

## **ARTICLE VII** **Use Restrictions**

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each Lot and the Common Area. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors shall be recorded in the Book of Resolutions, which shall be maintained in a place convenient to the Owners and available to them for inspection during normal business hours.

Section 2. Lot Use. No Lot shall be used except for the private residential purposes

of a single family, and no building shall be erected, re-erected or maintained on a Dwelling Lot except one Dwelling designed for occupancy by a single family, together with such accessory buildings for use by a single family as may be approved by the ARC. Notwithstanding the foregoing, Developer may use or permit the use of one or more Lots or Living Units as model homes and as a sales office.

Section 3. Resubdivision. No Lot shall be resubdivided or reduced in size without the written consent of the ARC or the Developer.

Section 4. Dwelling Size. No Dwelling shall be constructed upon any Lot within the Properties unless the minimum living area of such Dwelling shall contain not less than one thousand four hundred (1,400) square feet for a one-story Dwelling, and not less than one thousand six hundred (1,600) square feet for Dwellings of more than one story. The square footage requirements contained herein shall refer to the finished heated floor space of any Dwelling. These minimum sizes for Dwellings may be altered by the Developer for a different type of housing or a separate community containing specialized housing products other than single-family detached similar to Dwellings in the Existing Properties.

Section 5. Construction Quality. It is the intention and purpose of these covenants to insure that all construction shall be of a quality of design, workmanship and materials which is compatible and harmonious with the natural setting of the area and other Dwellings within the Properties. All Dwellings shall be constructed in accordance with applicable governmental codes and with more restrictive standards as may be required by the ARC.

Section 6. Building Height. No Dwelling shall be erected, altered or placed upon any Lot, which Dwelling is more than thirty-five (35) feet in height as measured from the lowest livable floor to the highest point of the roof line.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or within any building constructed thereon, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or constitutes an unsanitary condition. No immoral, improper, offensive or unlawful use shall be made of any portion of the property, and all valid laws, ordinances and regulations of all governmental agencies having jurisdiction shall be observed. Nothing shall be kept and no activity shall be carried on in any building or residence, or on any of the Common Area which will increase the rate of insurance applicable to other residential units. No Owner shall do or keep anything or cause or allow anything to be done or kept in his Dwelling or on the Common Area which would result in the cancellation of insurance on any portion of the Properties, or any contents

thereof.

Section 8. Temporary Structures. No structure of a temporary character, including but not limited to trailers, shacks and mobile homes shall be placed on any Lot at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of Dwellings or by Developer for sales or construction offices. No temporary building or structure of any kind shall be used for a residence, either temporary or permanent.

Section 9. Home Occupations. Other than as provided herein, no home occupation, industry, business, trade or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the Properties, except that Developer and other authorized persons may use any unsold residence for sale or display purposes. The use for habitual parking for commercial vehicles in any unenclosed garage, carport, driveway or parking area on any Lot or portion of the Common Area is prohibited. The term "commercial vehicle" includes all automobiles, station wagons, trucks and vehicular equipment which bear signs or have printed thereon any reference to any commercial undertaking or enterprise. Notwithstanding the foregoing, nothing herein shall be deemed to prevent residents of the Properties from maintaining "home offices," within any Dwelling, so long as the nature of such activity involves no signage of any type or sort whatsoever and does not require the visitation of such location by customers, clients or other visitors.

Section 10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be maintained on any Lot or in any Dwelling or Living Unit, except that not more than five (5) household pets (including no more than two dogs) may be kept or maintained, provided that they are not kept, bred, or maintained for any commercial purpose and, provided further, that they shall not constitute a nuisance or cause any unsanitary conditions. All animals must be confined to their Owner's Lot unless walked on a leash.

Section 11. Parking. All vehicles shall be parked in garages or the driveway area provided on each Lot. The habitual parking of trucks (other than non-commercially used pick-up trucks), boats, buses, trailers, camping trailers, motor homes or other recreational vehicles is prohibited on the Properties (other than in garages) or rights-of-way of any public street in or adjacent to the Properties or upon any grassed areas in the Properties. No disabled vehicle shall be parked on the Properties for more than twenty-four (24) hours, unless the same shall be in a garage, or in an area set aside by the Developer for such vehicles.

Section 12. Plantings and Trees.

(a) It shall be the responsibility of the Owner of each Lot to install grass sod on the banks of any pond, lake or other water body adjoining such Lot, whether or not the same shall be a part of the Common Area, and to install grass sod within the area between any sidewalk and the edge of the paving of the street upon which such Lot fronts.

(b) Plants and trees now or hereafter located on the Common Area shall be maintained by the Association, and may not be removed except by permission of the ARC. No additional plants, trees or shrubs may be planted upon the Common Area without written approval of the ARC.

(c) After the required clearing for the construction of Dwelling units and driveways, no tree having a diameter greater than four (4) inches, five (5) feet above grade may be cut or moved without the prior written approval of the ARC.

Section 13. Outside Antennae. No outside radio or television antennae, dishes or discs shall be erected on the Properties, if such antennae, dishes, etc. are visible from the roadway in front of the Lot, unless and until permission for the same has been granted by the ARC.

Section 14. Fences. No fencing shall be placed upon the front of any Lot, and only those fences that shall have been approved by the ARC may be placed upon a Lot.

Section 15. Mailboxes. No mailboxes, receptacles or its supports for the delivery of newspapers or mail shall be allowed on a Lot unless the type, design and placement thereof shall have been approved by the ARC.

Section 16. Signs. No signs shall be displayed upon any Lot or Living Unit other than a sign identifying the name of the contractor or the Developer during construction of a Dwelling, and advising that information concerning said Dwelling is available at the information center, or a "for sale" sign; provided that any sign meets the design criteria of the ARC and does not exceed six (6) square feet in area.

Section 17. Drainage Ditches. No change shall be made in the level or courses of any drainage ditch in the Properties without the prior written approval of the ARC. The Owner of any Lot which adjoins a drainage ditch or swale shall keep that portion of such drainage ditch or swale lying within or contiguous to his Lot in a clean and orderly condition, and shall maintain the proper depth and grade of such drainage ditch or swale.

Section 18. Setback. Other than approved as permitted by the Developer, no

Dwelling shall be located on any Lot which transgresses the front setback line, side setback line or rear setback line as shown on any recorded plat of the Properties. No building shall be located on any Lot nearer to the street in which the building faces than the minimum building setback line as shown on the recorded Subdivision Plat; nor located nearer to the side interior lot line (i.e. property line of adjacent lot) less than a combined total of thirteen (13') feet for each side with neither side being less than four (4') feet; nor located nearer to the rear property line as shown on the recorded Subdivision Plat. For the purpose of this covenant, eaves, steps and open porches and decks shall not be considered part of the building; provided, however, that this shall not be construed to permit any portion of the building on a Lot to encroach upon another Lot or to be built within a reserved easement area. The Developer, its successors and/or assigns, reserves the right to alter the setback restrictions from time to time and to permit and allow unintentional violations of same, provided that such change shall not exceed twenty (20%) percent of such setback line restrictions.

Section 19. Lakes, Ponds and Other Water Bodies. No gasoline-powered outboard motor shall be used by any person on any lake, pond or water body, and no dock, pier or other similar structure shall be constructed over, or into, any such lake, pond or water body. No boats shall be habitually kept or stored in or on any such water body. Water may not be drawn from any such water body for irrigation by an Owner; provided, however, the Association may draw water to irrigate Common Area.

Section 20. 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.

## ARTICLE VIII

### Exterior Maintenance by Owners, Reasonable Access And Maintenance of Common Areas

Section 1. Exterior Maintenance. Each Owner shall be responsible for the exterior maintenance of his Dwelling and Lot as follows: painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, law, trees, shrubs, driveways, walks, and other exterior improvements. In the event that the Owner neglects or fails to maintain his Lot and/or the exterior of his or her dwelling in the Community, the Association shall provide such exterior maintenance as set forth above. Provided, however, that the Association shall first give written notice to the Owner of the specific items of the exterior maintenance or repair that the Association intends to perform and Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself.

The determination as to whether an Owner has neglected or failed to maintain his Lot and/or Dwelling in a manner consistent with other Lots and Dwellings in the Community shall be made by the Board of Directors of the Association, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event the Association performs such exterior maintenance, repair or replacements, the costs of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which the Lot is subject.

In the event that the Association determines that the need for maintenance, repair or replacement, 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, 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 Lot of such Owner.

Section 2. Access at Reasonable Hours. For the purpose of performing its function under this or any other Article of the Declaration, and to make necessary surveys in connection therewith, the Association, its duly authorized agents and employees, or the Developer during the period of development, shall have the right to enter upon any Lot at reasonable hours, on any day except Sunday or holidays, upon reasonable prior notice.

Section 3. Maintenance of Common Areas. The Association, depending upon the responsibility as assessed under this Declaration, shall maintain Common Areas. However, should the Association decide to transfer any portion or all of the Common Areas to governmental authority, as it has the right so to do, such duty to maintain same shall cease as to that portion so transferred.

Section 4. Emergency Access. There is hereby granted to the Association, its directors, officers, agents and employees, and to any Manager employed by the Association, and to all policemen, firemen, ambulance personnel and all similar emergency personnel, an easement to enter upon the Property or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section 4 of Article VIII shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby. The rights

granted herein to the Association includes reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the project.

## ARTICLE IX

### Easements

Section 1. Reservation. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats for use by Declarant, the Developer, utility companies and public agencies in connection with this development. 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 easements, or which obstruct or retard the flow of water through drainage channels and the easements. In addition, the Properties shall be subject to a nonexclusive easement in favor of Developer for construction of improvements on the Properties, and for exhibition and sale of such improvements.

Section 2. Common Areas. Declarant hereby reserves unto itself, its successors and assigns, and grants to Developer, its successors and assigns, easements to cross the Common Area with pipes, utilities, power lines, gas lines, drainage and other usual and customary subdivision service facilities. The Association shall have the power and authority to grant and establish in, over, upon and across any Common Area conveyed to it such further easements as may be requisite for the convenient use and enjoyment of the Property.

Section 3. Encroachments. All Lots and the Common Area shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots by the Developer to the extent that such initial improvements actually encroach, including, without limitation, overhanging eaves, gutters, downspouts, exterior storage rooms, walls, fences, streets and sidewalks. If any encroachments shall occur hereafter as a result of settling or shifting of any improvements, or as a result of any permissible repair, construction, reconstruction or alteration, or as a result of condemnation or eminent domain proceedings, a valid easement is hereby declared to exist for such encroachment and the maintenance of the same. Every Lot shall be subject to an easement for entry and encroachment by the Developer for a period not to exceed eighteen (18) months following conveyance of said Lot to its original owner for the purpose of correcting any problems that may arise regarding grading and drainage. The Developer, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as practicable.

## ARTICLE X

## **Annexation and Further Development**

**Section 1. Other Residential Property.** In addition to rights of the Declarant or Developer to add properties to the Development as provided in Article II, other residential property and common area may be annexed to the Properties at any time, with the consent of the Owners of two-thirds (2/3) of the Lots.

**Section 2. Common Areas.** Title to any common areas located within such portions of land annexed as provided in Section 1 may be conveyed to the Association without its consent, or the consent of the Owners, and shall be held, improved and administered in the same manner and for the same purposes, as the land described in Article I, Section 4 hereof.

**Section 3. Effect of Annexation.** Additional properties and improvements, including common area, so annexed shall be merged with the Properties described herein and with any previously annexed property, and shall be subject to the provisions of this Declaration, the Articles of Incorporation and the Bylaws of the Association. Annexation as provided in this Article may increase or decrease the benefits which each Owner expects to derive from the Common Area, and may increase or decrease the cost of maintenance and operation thereof; any increase or decrease in such costs may require the Association to change the annual assessments levied in accordance with this Declaration.

## **ARTICLE XI** **General Provisions**

**Section 1. Application.** All Owners, employees of Owners and tenants or any other persons who may, in any manner, use the Properties or any portion thereof shall be subject to the provisions hereof and to the provisions of the Articles of Incorporation and the Bylaws of the Association.

**Section 2. Enforcement.** The Association or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so.

**Section 3. Severability.** Invalidation of any one of these covenants or restrictions, by judgment or court order, shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time that shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20)-year period by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots, and thereafter by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots; provided, however, that the Board of Directors may amend this Declaration without the consent of Owners to correct any obvious errors or inconsistencies in drafting, typing or reproduction. All amendments shall forthwith be recorded in any public office where this Declaration may be recorded and shall be effective upon such recordation.

Section 5. Lease of Residence. No residence shall be leased for less than six (6) months, nor may any Owner lease less than his entire residence. Any lease must be in writing and provide that the terms of the lease and occupancy of the dwelling shall be subject in all respects to the provisions of this Declaration and of the Bylaws and Articles of Incorporation of the Association, and that any failure by any lessee to comply with the terms of such documents shall be in default of such lease.

Section 6. Liability Insurance. The Association shall obtain and maintain a broad form public liability insurance policy covering all of the Common Area and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) for each occurrence, and such policies shall contain a waiver of the right of subrogation against the Association, its members, officers, agents or employees.

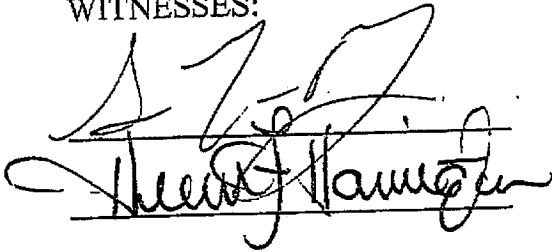
Section 7. Waiver. No provision hereof shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.

Section 8. Conflicts. In the event of any irreconcilable conflicts between this Declaration and the Bylaws or Articles of Incorporation, the provisions of this Declaration shall control. In the event of any irreconcilable conflict between the Articles of Incorporation of the Association and the Bylaws of the Association, the provisions of the Articles of Incorporation shall control.

Section 9. Gender and Number. All pronouns used herein shall be determined to include the masculine, the feminine and nonpersonal entities, as well as the singular and plural wherever the context provides or permits.


IN WITNESS WHEREOF, Talisma Holdings, Inc., as Declarant, and Willow Lake Holdings, LLC, as Developer have caused this Declaration to be executed on this the 5<sup>th</sup> day of August, 2003.

WITNESSES:

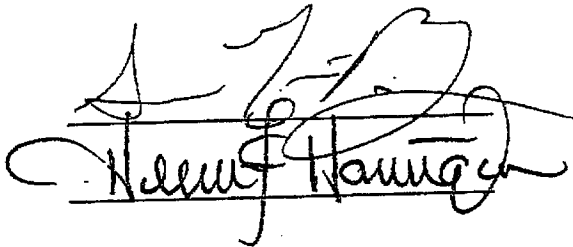


Henry Hanning

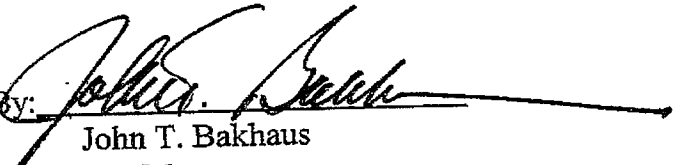
TALISMA HOLDINGS, INC. (SEAL)

By:   
David L. Ewing  
Its: Authorized Signatory

WILLOW LAKE HOLDINGS, LLC (SEAL)

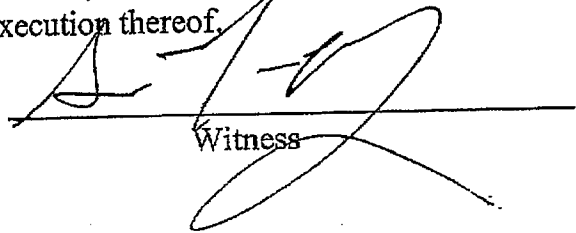


Henry Hanning

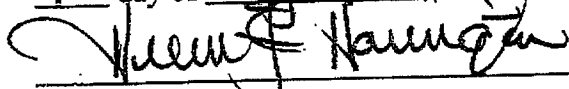
By:   
John T. Bakhaus  
Its: Manager

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

Personally appeared before me the undersigned witness and made oath that s/he saw the within named Talisma Holdings, Inc., by David L. Ewing, its authorized signatory, sign, seal and, as said corporation's act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

  
\_\_\_\_\_  
Witness

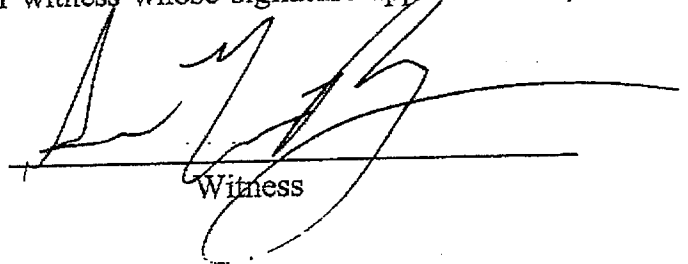
SWORN TO BEFORE ME this  
13<sup>th</sup> day of August, 2003.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR

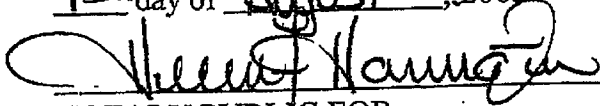
My Commission expires: 10/11/09

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

Personally appeared before me the undersigned witness and made oath that s/he saw the within named Willow Lake Holdings, LLC, by John T. Bakhaus, its Manager, sign, seal and, as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

  
\_\_\_\_\_  
Witness

SWORN TO BEFORE ME this  
13<sup>th</sup> day of August, 2003.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR

My Commission expires: 10/11/09  
7217.003\Declaration.003

EXHIBIT APARCEL 1:

ALL THAT CERTAIN PIECE, parcel, or tract of land, situate, lying and being in the County of Richland, State of South Carolina, being that tract of land containing 14.1 acres, more or less, as shown on a plat of "The Lakes," Phase 2 prepared by Polson Surveying Company, dated June 2, 2003, and recorded July 24, 2003 in the Office of the Register of Deeds for Richland County in Record Book 825 at Page 3221; said property being more particularly described with reference to said plat as follows, TO WIT:

Commencing at a point on the Northern boundary of the right-of-way of East High Duck Trail, said point being 102' +/- from the intersection of East High Duck Trail and Lower Glen Circle; thence running N 86° 50' 08" E for a distance of 440.08' to a 5/8" rebar (old) on the Northern boundary of East High Duck Trail, said rebar being the POINT OF BEGINNING; thence turning and running N 01° 33' 40" E for a distance of 129.36 feet to a point on a manhole; then turning and running N 33° 13' 11" E for a distance of 99.13 feet to a 5/8" rebar (old); thence turning and running N 32° 57' 38" E for a distance 78.01 feet to a 5/8" rebar (old); thence turning and running N 33° 05' 34" E for a distance of 89.66 feet to a 5/8" rebar (old); thence turning and running N 33° 06' 30" E for a distance of 132.40 feet to a point on a manhole; thence turning and running N 33° 02' 28" E for a distance of 50.01 feet to a 1/2" rebar (old); thence turning and running N 33° 02' 21" E for a distance of 85.17 feet to a 5/8" rebar (old); thence turning and running N 20° 13' 33" E for a distance of 164.95 feet to a 1/2" rebar (old); thence turning and running S 81° 49' 04" E for a distance of 124.78 feet to a point; thence turning and running N 81° 01' 15" E for a distance of 122.78 feet to a point; thence turning and running S 42° 25' 32" E for a distance of 640.83 feet to a manhole (designated as "SSMH A-19"); thence turning and running S 05° 12' 23" W for a distance of 231.26 feet to a point near a manhole (said manhole being designated as "SSMH A-20"); thence turning and running S 32° 49' 29" W for a distance of 182.97 feet to a point; thence turning and running S 62° 30' 21" W for a distance of 298.60 feet to a point; thence turning and running along a curve on the Northern boundary of the right-of-way of East High Duck Trail with a radius of 505.00 feet, an L-Arc of 578.82 feet, a chord of 547.65 feet and a bearing N 60° 19' 45" W to a point on the Northern boundary of the right of way of East High Duck Trail; thence running S 86° 50' 08" W for a distance of 168.30 feet to a 5/8" rebar (old), said point being the POINT OF BEGINNING, be all measures a little more or less.

TOGETHER WITH:

**PARCEL 2:**

THAT CERTAIN PARCEL, designated on said plat as "East High Duck Trail," containing 1.33 acres, more or less, and having the following measurements, courses and distances, TO WIT:

Commencing at the POINT OF BEGINNING, thence running along a curve on the northern boundary of the right-of-way of East High Duck Trail, said curve having a radius of 505.00 feet, and L-Arc of 578.82 feet, a chord of 547.65 feet and a bearing S 60°19'45" E to a point on the northern boundary of the right-of-way of East High Duck Trail; thence turning and running S 62°30'21" W for a distance of 50.00 feet to a point; thence turning and running along a curve on the southern boundary of the right-of-way of East High Duck Trail, said curve having a radius of 455.00 feet, and L-Arc of 521.50 feet, a chord of 493.42 feet and a bearing N 60°19'40" W to a point; thence turning and running S 86°50'08" W for a distance of 608.40 feet to a point; thence turning and running N 03°09'52" W for a distance of 50.00 feet; thence turning and running along the northern boundary of the right-of-way of East High Duck Trail, N 86°50'08" E for a distance of 440.08 feet to a point on the northern boundary of the right-of-way of East High Duck Trail, said point being the POINT OF BEGINNING, be all measurements a little more or less.

**DERIVATION:**

These parcels being a portion of that certain property conveyed to Talisma Holdings, Inc., a North Carolina corporation, by deed of The Lakes at Columbia, a New Jersey Limited Partnership and Sol Kest, individually, dated January 29, 2001 and recorded March 6, 2001 in the Office of the Register of Deeds for Richland County in Record Book 491 at Page 1466.

TMS# 17700-01-15 (portion)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**SECOND AMENDMENT  
TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF WILLOW LAKE**

This **SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WILLOW LAKE** ("Second Amendment") is made as of the 3rd day of July, 2006 by Talisma Holdings, Inc., a North Carolina corporation ("Declarant") and Willow Lake Holdings, LLC ("Developer").

WITNESSETH THAT:

WHEREAS, the Declarant and the Developer, as the owner and developer of certain property established a Declaration of Covenants, Conditions and Restrictions for Willow Lake, dated August 13, 2003 and recorded September 17, 2003, in the office of the Richland County ROD, Book 852 at Page 2716 (the "Declaration") and a First Amendment to the Declaration which subjected additional property to the Declaration, executed on May 25, 2005 and recorded in the office of the Richland County ROD, Book 1057 at Page 2153;

WHEREAS, in connection with said Declaration, the Developer created the Willow Lake Homeowners' Association, Inc. ("Willow Lake HOA") as an agency to administer and enforce the easements and restrictions; and

WHEREAS, the Declarant and the Developer, with the approval of the Willow Lake HOA, has determined it advisable to amend the Declaration to reflect changes in the administration of the Declaration and certain annual assessment rates, and to modify certain restrictions,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declarant and the Developer do hereby amend the Declaration as follows:

1. Paragraph (b) of Article IV, Section 2, Voting Rights, shall be amended to read as follows:

(b) Class B. The Class B members shall be the Developer and the Declarant and each Class B member shall be entitled to one (1) vote for each lot owned by each Class B member. The Class B Membership shall terminate and be converted to Class A Membership on the happening of either of the following events, which ever occurs earlier:

(1) When ninety-five percent (95%) of the Lots in the Community, including additional planned phases as shown

Book 1240-286  
2006093184 10/10/2006 17:01:16:950 Amend to Restrictions  
Fee: \$14.00 County Tax: \$0.00 State Tax: \$0.00



in the general development plan described in Article II, are sold by the Developer; or

(2) On December 31, 2014.

2. Paragraph (a) of Article V, Section 3, Amount of Annual Assessments, shall be amended to read as follows:

(a) Up to and including December 31, 2005, the maximum annual assessment amounts for each type of property shall be:

(1) Dwelling Units - \$300.00; (including all forms of residential units, whether detached, patio, duplex, condominium, apartment, villa, etc.) Property shall not be classified for purposes of these Covenants and these Annual Assessments as a Dwelling Unit until roof and windows have been installed and a certificate of occupancy or the equivalent, has been issued by the Association or the appropriate governmental agency. The assessment and improved property rate shall begin on the first day of the month thereafter.

(2) Residential Lots - \$100.00; a Residential Lot as any Lot held by an Owner other than the Declarant, the Developer or a Builder. If any Lot is held by a Builder for a period of three (3) years from the date such Builder acquires the Lot, such Lot shall then be classified as a Residential Lot and the assessment rate shall be pro-rated as of the year containing the three-year anniversary date.

(3) Developer Lots - \$-0-; Unoccupied Residential Lots owned by the Declarant, the Developer, or a Builder (for a period not to exceed three years for a Builder) shall be considered Developer Lots entitled to the lower assessment rate. A Lot shall be deemed "unoccupied" within the meaning of this section when no person has begun to use such Lot as a permanent or temporary place of residence. When an unoccupied Lot becomes occupied or when the ownership thereof is transferred from the Developer or the Declarant to any other person or entity other than a Builder, whichever occurs first, the said Lot shall become subject to payment of the higher annual assessment rate for Residential Lots or Dwelling Units, whichever is applicable, beginning with the month immediately following the day such Lot becomes occupied or is transferred, whichever occurs earlier, for the remaining portion of the year and thereafter.

(4) Property shall not be classified for purposes of these Covenants and these Annual Assessments as a Developer Lot or a Residential Lot,

whether conveyed to the purchaser by the Developer, or held by the Developer in its own inventory, until the first day of the month after all of the following have been accomplished:

(A) recording of a plat in the Office of the Register of Deeds for Richland County, South Carolina, showing such residential lot; and

(B) approval by appropriate County agencies permitting said lot to be offered for sale.

3. Paragraph (b) of Article V, Section 3, Amount of Annual Assessments, shall be added to read as follows:

(b) The maximum annual assessment for the calendar year beginning January 1, 2006, and for each calendar year thereafter, shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year. In the event the Board of Directors does not increase the annual assessment in a given year, or increases it in an amount less than that which is authorized by this Section 3, paragraph (b), the Board of Directors shall be deemed to have reserved the right and shall be authorized in subsequent years to implement that reserved portion of the authorized but unexercised authority to increase said assessment but any application of same may only be given prospective application;

4. Article VII, Section 9, is amended to read as follows:

Section 9. Home Occupations. Other than as provided herein, no home occupation, industry, business, trade or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the Properties, except that Developer and other authorized persons may use any unsold residence for sale or display purposes. Only one commercial vehicle, one ton or less, may be parked in any unenclosed garage, carport, driveway or parking area per Lot or portion of the Common Area. The term "commercial vehicle" includes all automobiles, station wagons, trucks and vehicular equipment which bear signs or have printed thereon any reference to any commercial undertaking or enterprise. Notwithstanding the foregoing, nothing herein shall be deemed to prevent resident of the Properties from maintaining "home offices," within any Dwelling, so long as the nature of such activity involves no signage of any type or sort whatsoever and does not require the visitation of such location by customers, clients or other visitors.

5. Article VII, Section 10, is amended to read as follows:

Section 10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be maintained on any Lot or in any Dwelling or Living Unit, except that not more than five (5) household pets (including no more than three (3) dogs) may be kept or maintained, provided that they are not kept, bred, or maintained for any commercial purpose and, provided further, that they shall not constitute a nuisance or cause any unsanitary conditions. All animals must be confined to their Owner's Lot unless walked on a leash.

6. Article VII, Section 11, is amended to read as follows:

Section 11. Parking. All vehicles shall be parked in garages or the driveway area provided on each Lot. The habitual parking of trucks larger than one (1) ton, camping trailers, motor homes or other recreational vehicles is prohibited on the Properties (other than in garages) or rights-of-way of any public street in or adjacent to the Properties or upon any grassed area in the Properties. Boats and trailers may be parked behind a fence, so long as the height of the parked vehicle does not exceed the height of the fence. No disabled vehicle shall be parked on the Properties for more than twenty-four (24) hours, unless the same shall be in a garage, or in an area set aside by the Developer for such vehicles.

7. Paragraph (a) of Article VII, Section 12, is amended to read as follows:

- (a) It shall be the responsibility of the Owner of each Lot to install grass or sod, or maintain natural areas in an orderly manner or to landscape as necessary any areas bordering any pond, lake or other water body along such Lot.

8. Article VII, Section 19 is amended to read as follows:

Section 19. Lakes, Ponds and Other Water Bodies. No gasoline-powered outboard motor shall be used by any person on any lake, pond or water body, and no dock, pier or other similar structure shall be constructed over, or into, any such lake, pond or water body, provided, however, the Association may construct one (1) common dock on Willow Lake for use by the Members. No boats shall be habitually kept or stored in or on any such water body. Water may not be drawn from any such water body for irrigation by an Owner; provided, however, the Association may draw water to irrigate Common Area.

IN WITNESS WHEREOF, the undersigned parties being the Declarant and Developer herein, and the Willow Lake Homeowners Association have executed this Second Amendment as of the day and year referenced above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Alcy Star*  
*Wally Hanning*

TALISMA HOLDINGS, INC.  
*David L. Ewing*  
By: David L. Ewing  
Its: Authorized Signatory

*Claudia Blair*  
*Chris Hinds*

WILLOW LAKE HOLDINGS, LLC  
*John T. Bakhaus*  
By: John T. Bakhaus  
Its: Manager

APPROVED:

WILLOW LAKE HOMEOWNERS  
ASSOCIATION

*Chal T. Carr*  
*Jana Price*

*Joseph DeBeaugrine*  
By: Joseph DeBeaugrine  
Its: President

*Angie DeBeaugrine*  
*Jana Price*

*Stacy Lever*  
By: Stacy Lever  
Its: Secretary

AUG. 10. 2006 3:30PM

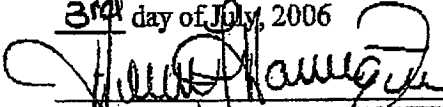
NO. 7250 P. 7/8

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND ) PROBATE

PERSONALLY appeared before the undersigned witness and made oath that she/he saw the within-named Talisma Holdings, Inc., by David L. Ewing, its Authorized Signatory, sign, seal and as its act and deed, deliver the within-named instrument for the uses and purposes therein mentioned and that she-he, with the other witness whose signature appears above, witnessed the execution thereof.

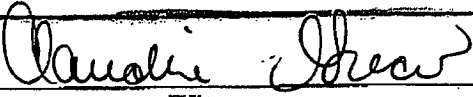
  
\_\_\_\_\_  
Witness

SWORN TO BEFORE ME this  
3<sup>rd</sup> day of July, 2006


 (L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission expires: 10/11/09

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND ) PROBATE

PERSONALLY appeared before the undersigned witness and made oath that she/he saw the within-named Willow Lake Holdings, LLC, by John T. Bakhaus, its Manager, sign, seal and as its act and deed, deliver the within-named instrument for the uses and purposes therein mentioned and that she-he, with the other witness whose signature appears above, witnessed the execution thereof.

  
\_\_\_\_\_  
Witness

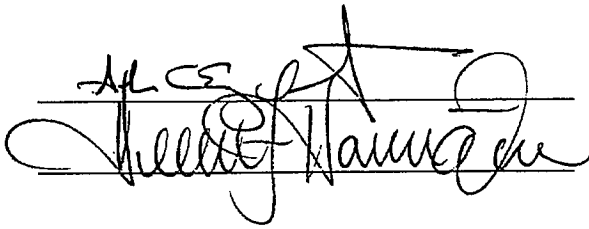
SWORN TO BEFORE ME this  
15<sup>th</sup> day of July, 2006 SEPT.

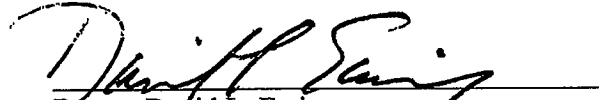
 (L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission expires: 1-18-11

IN WITNESS WHEREOF, the undersigned parties being the Declarant and Developer herein, and the Willow Lake Homeowners Association have executed this Second Amendment as of the day and year referenced above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

TALISMA HOLDINGS, INC.

  
\_\_\_\_\_

  
By: David L. Ewing  
Its: Authorized Signatory

WILLOW LAKE HOLDINGS, LLC

\_\_\_\_\_  
\_\_\_\_\_

By: John T. Bakhaus  
Its: Manager

APPROVED:

WILLOW LAKE HOMEOWNERS  
ASSOCIATION

\_\_\_\_\_  
\_\_\_\_\_

By: Joseph DeBeaugrine  
Its: President

\_\_\_\_\_  
\_\_\_\_\_

By: Stacy Lever  
Its: Secretary



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE

PERSONALLY appeared before the undersigned witness and made oath that she/he saw the within-named Willow Lake Homeowners Association, by Joseph DeBeaugrine, its President, sign, seal and as its act and deed, deliver the within-named instrument for the uses and purposes therein mentioned and that she-he, with the other witness whose signature appears above, witnessed the execution thereof.

Ⓟ Be Ridgeway  
Witness

SWORN TO BEFORE ME this  
~~15~~ day of ~~July, 2006~~ Sept 2006

Annika Smeredski (L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission expires: March 5, 2011

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PROBATE

PERSONALLY appeared before the undersigned witness and made oath that she/he saw the within-named Willow Lake Homeowners Association by Stacy Lever, its Secretary, sign, seal and as its act and deed, deliver the within-named instrument for the uses and purposes therein mentioned and that she-he, with the other witness whose signature appears above, witnessed the execution thereof.

Ⓟ Be Ridgeway  
Witness

SWORN TO BEFORE ME this  
~~15~~ day of ~~July, 2006~~ Sept 2006

Annika Smeredski (L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission expires: March 5, 2011

7381.001\Second Amendment, Declaration Of Covenants