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Index Type : **DEEDS**
Type of Instrument : **RESTRICTIVE COVENANTS-DEED**
Type of Transaction: **Restrictions**

First GRANTOR

ALLIGATOR WEST HOMEOWNERS ASSOCIATION

First GRANTEE

ALLIGATOR WEST HOMEOWNERS ASSOCIATION

Received From :

PHILLIP LOWE
507 WEST CHEVES ST
FLORENCE, SC 29501

Return To :

PHILLIP LOWE
507 WEST CHEVES ST
FLORENCE, SC 29501

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CLERK OF COURTS
FLORENCE COUNTY, SC

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR
THE ALLIGATOR WEST HOMEOWNERS ASSOCIATION**

WHEREAS, Lowe Investments LLC (hereinafter referred to as "Developer"), is responsible for the creation of ALLIGATOR WEST, a Residential Development hereinafter (RD); and
WHEREAS, it is desirable to secure the best use and improvements of the land therein, and to protect the owners of such land against such use of other land therein as would depreciate the value of such property, and to prevent the erection of poorly designed or constructed buildings, and to make the best use of and preserve the natural beauty of said property and to locate the buildings thereon with regard to topographic features; and

WHEREAS, the Developer desires to create residential properties, having an architectural harmony achieved through consistency of features such as color, texture, material type or exterior style, placement of landscape flora and the preservation of certain existing areas in their natural state providing pleasing views, use of common areas and amenities to foster community involvement and through relative consistency of design; and

WHEREAS, to secure such objectives, said Developer desires to subject the residential lots in said RD to the following restrictions and covenants, including but not limited to construction and maintenance as will secure a standard for the proper development of RD.

WHEREAS, The RD is expected to have several phases and the Developer will remain highly involved in decisions of the RD to insure fulfillment of these goals.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the residential lots in the RD shall be sold, transferred and conveyed subject to the following covenants and restrictions:

1. USE RESTRICTIONS

The term "Building Site" as used in this Declaration shall mean any lot of record or portion thereof under a single ownership whether, owned by a trust, a partnership, a corporation, an individual individuals, including ownership in tenancy in common, joint tenancy and tenancy by the entirety, intended for use as or used as the site and location of a residence.

The Developer shall make decisions regarding these Covenants, Bylaws, construction, landscaping, common areas, amenities, streets, signage and any and all assets of the RD and structures proposed to be built until 95% of lots in the RD are sold, Developer bankruptcy, or Developer voluntarily cedes control to HOA. The Alligator West Homeowner Association (HOA) is registered with the Sec of State in SC.

The Developer shall be the first President of the HOA. He will be President and hold all offices until he appoints additional members to the Board. The Developer manages the decisions of the Architectural Control Committee (ACC) until he appoints voting members from the HOA.

2. RIGHTS OF WAY AND EASEMENTS

Rights of way and easements for installation and maintenance of utilities, water retention facilities, signage, trails, common property, pump stations, drainage facilities and boulevards are reserved as shown on recorded plats. Within these easements, no structure, fence, planting or other material, shall be placed or permitted to remain which may damage or impair the function or interfere with the installation and maintenance of utilities, easements or drainage. Any improvements so located shall be removed upon the request of the Developer, its successors or assigns, or any public utility using said areas, at the expense of the owner of said building site or tract.

Building site owners are prohibited from altering, restructuring or redesigning drainage easement areas without permission of Developer and HOA, except where grading or restructuring is necessary in connection with construction of improvements on the building site. Any such grading or restructuring shall not alter or impair drainage with or without recorded easements. Re-grading and restructuring requires approval from HOA. The owner shall lay sod or replant all easement areas to restore grass and vegetation removed during re-grading or restructuring. Lot owners are responsible for the final grading of the lot. Final grading shall provide for proper drainage of surface water from owners lot without causing ponding on an adjacent site. In some cases the drainage plan requires drainage of a neighbor's runoff to drain across your lot. Construction plans provide elevations for drainage of surface water. It is the site

owner's responsibility to maintain the proper grade so as not to disturb said drainage. If in the event the lot owner does not grade their building site in a manner allowing for proper drainage of adjoining properties the Homeowner Association or Developer may grade as necessary to provide for proper drainage at the lot owners expense.

Vegetation may not interfere with visibility of traffic. Trees may not be planted close enough to the lot border where the trunk of tree could grow large enough to extend beyond the property border. A neighbor has the right to trim and vegetation directly over they own property. Trees shall not be planted close enough to borders such that their roots interfere with roads, utilities, sidewalks, fences or foundations.

3. HOMEOWNERS' ASSOCIATION

The Developer, his successor or assign, shall retain all rights granted in this document until he turns over the duties to the HOA once 95% of the lots in PD are occupied. The Developer shall appoint himself onto the HOA Board and controls all matters. Developer will appoint up to six more Board members and assign a term length to each when Developer relinquishes control. Upon expiration of each term, the general members of the HOA shall elect replacement board members according to the Bylaws. The Developer, his successor or assign, shall remain a voting member of HOA Board for 25 years.

Every person or entity who is the record owner of a fee or undivided fee interest in any residential building site is subject to this Declaration shall be deemed to have membership in the HOA. The foregoing is not intended to include person who holds an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per building site. In the event of multiple owners of a building site, vote and rights of use and enjoyment shall be as provided herein. Membership shall be appurtenant to and may not be separated from ownership of any building site. Ownership of a building site shall be the sole qualification for membership. The rights and privileges of membership, including the right to vote and to hold office may be exercised by a member or the member's spouse once the Developer turns over control to the HOA. In no event shall more than one vote be cast nor office held for each building site.

If the same entity owns two adjoining lots they may be combined and recorded at the courthouse. The combined building site is responsible for one entering membership fee, annual assessment and one voting right. If the lots remain separate the owner pays a total of one entering membership fee but pays two annual assessments and has two rights to vote. If the owner decides to separate the combined lots the dimensions must remain as originally purchased unless a variance is allowed by the Developer and HOA.

The Developer has incorporated the HOA and has executed and filed Articles of Incorporation. By-Laws for the Homeowners' Association will be written when Developer turns the governing rights over to HOA but shall remain consistent with the major terms and conditions of the Covenants.

The Developer reserves the right to add phases for residential building sites to the HOA. The additional sites are eligible for all rights provided herein. Lots that are in the planning stage are considered in the 95% rule for HOA governance.

Except as specifically provided, otherwise herein, each owner of a building site shall be liable for his proportionate share of the HOA expenses. Payment thereof shall be mandatory by all owners of building sites in the HOA.

A contractor/builder who owns a non-occupied site in the RD is not required to pay assessments or fees. They also do not have voting rights or use of amenities until payment assessment and fees. Once occupied the site owner is required to pay all fees and assessments.

The Developer may make arrangements for residents of the adjacent property on the south side of Alligator Road to have access to ponds for fishing.

Any fee or dues assessed by the HOA and not paid within thirty (30) days of its assessment shall constitute a lien upon the property of the delinquent owner which lien shall be subject to enforcement of foreclosure in accordance with the provisions of S.C. law.

Any utility easements or common area shall be maintained by the HOA. The property owner is responsible for maintaining any easement between their site and the street a ditch or stream. Fencing required by the city shall be maintained by the adjacent landowner, the landowner grants the HOA the right to maintain or replace fences beside the vegetative buffer.

Initially the Developer, his successor or assign, performs the duties of ARCHITECTURAL CONTROL COMMITTEE (ACC) until all lots are sold at which time he shall appoint all ACC members. This committee will carry out the decisions concerning all structures, drainage, landscaping and lot clearing in the RD. In the event of the Developer's controls the ACC until 95% of all lots are sold or voluntary relinquished. The Developer, its successor or assign, having financial interest in the RD will control. The Developer may transfer, in writing, the responsibilities of the ACC to the HOA at any time.

The ACC must approve each General contractor before construction begins. Considerations for approving builders may include but not limited to:

- A. Quality of workmanship: homeowner references
- B. Complaints filed with Better Business
- C. Existing or non-settled lawsuits from homeowners
- D. Adherence to covenants in previous construction
- E. Economic effect on local economy
- F. Effect on existing home values
- G. Experience level of builder
- H. Opinions of homeowners who have bought a home built by proposed contractor
- I. Opinions of other builders
- J. Opinions of developers
- K. Existence of Bond, Worker's Compensation, General liability insurance.
- L. Trade references
- M. Existing contracts with builders

4. ASSOCIATION BOARD; POWERS AND DUTIES

The directors named in the HOA Articles of Incorporation constitute the Association's first Board which shall hold office and exercise all of the rights, duties, powers and functions of the Board set forth in this Declaration until the first election of Directors by the members of the HOA. This election shall take place in the first January following the sale of 95% of lots in all planned and existing residential phases of the PD or at an earlier time if the Developer voluntarily turns control over to the membership.

The Board shall have all powers for the conduct of the affairs of the HOA as provided by this Declaration, by applicable law, and by the Articles of Incorporation and By-Laws of the HOA, which are reserved to the members or Developer herein. Without limitation thereon, the Board shall have the power and obligation to perform the following duties:

- A. Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, insure, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the acquisition, mortgaging or disposal of common areas and/or improvements shall be subject to the conditions and limitations provided herein; and
- B. Rule Making. To establish, modify and enforce rules and regulations for the use of the properties as provided herein, and to review, modify and approve standards as recommended by the ACC; and
- C. Assessment. To fix, levy and collect assessments as provided herein; and
- D. Easements. To Grant and convey easements to the common areas as may become necessary, subject to the conditions and limitations provided herein; enforce drainage needs, remove vegetation and
- E. Employment of Agents. To employ, enter into contract with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association; and

F. Enforcement of Governing Documents. To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, and to enforce or effectuate any of the provisions of the Governing Document; and

G. Membership Meetings. To call annual meetings of the members of the AWHOA, in a written notice of which annual membership meeting shall be sent to the members at least ten (10) days in advance of such meeting. Electronic notification is adequate notification to membership provided written notice is posted at two entrances.

5. OWNERS' RIGHTS

Every owner in good standing shall have the right of enjoyment in and to the common areas, which shall be appurtenant to and shall pass with the title to every building site, subject to the following:

A. The right of the HOA to manage and maintain all common properties, charge reasonable admission and other fees for the private use of any facility now or hereafter situated or constructed upon the common areas and to impose reasonable limits on the time, frequency and number of guests who may use the facility; and

B. The right of the HOA to suspend the voting rights and right to use the common areas and facilities by any owner for any period during which any assessment of the HOA against said owner's building site remains unpaid, and for any infraction by an owner of the HOA published rules and regulations for the duration of the infraction, and for an additional period thereafter not to exceed sixty (60) days; and

C. The right of the HOA with regard to the properties which may be owned for the purpose of development, to grant easements in and to the common areas contained within the properties to any public agency, authority or utility for such purposes as benefit the properties or parties thereof and owner of building sites contained therein; and

D. The right of the HOA by a 2/3 majority vote of all of the members of the Board to borrow money for the purpose of improving the common areas, or any portion thereof, for acquiring additional common areas, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage covering all or any portion of the common areas, provided, however, that the lien and encumbrance of any such mortgage given by the HOA shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of Developer or any owner, or any holder of any mortgage, irrespective of when executed, given by Developer or any owner encumbering any building site or other property located within the properties;

E. The right of the HOA to dedicate or transfer all or any portion of the common areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless such dedication or transfer has been approved by at least 66-2/3 percent of voters.

F. The right of the HOA with regard to the properties which it may own to grant easements to Developer, any public agency, authority or utility for such purposes as benefit the properties or portion thereof and owners of building sites contained therein.

6. VOTING

After the Developer gives up control of HOA the Membership shall have voting rights. Members shall be entitled to one vote for each building site in which they hold the interest required for membership by Section 3 hereof. When more than one person holds such interest in any building site, the vote for such building site shall be exercised as those owners themselves determine and advise in writing to the secretary prior to any meeting. In the absence of such advice, the building site's vote shall be suspended in the event more than one person seeks to exercise it. If a corporation, partnership or trust owns a building site, such entity shall designate in writing the person authorized to vote in behalf of such entity. A proxy vote is allowed but each member may only register one proxy at any meeting.

7. PURPOSE OF ASSESSMENTS

The assessments levied by the HOA shall be for the purpose of promoting recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environment of the properties for the common benefit and enjoyment of the owners and occupants of residences, adding amenities, improvement and maintenance of the common areas and other common facilities and

areas of common responsibilities, including but not limited to repair, replacement and additions thereto, and for the cost of labor, equipment and materials, management and supervision thereof, all as may be authorized from time to time by the Board of Directors.

The Developer, his successor or assign are exempt from association fees and assessments.

8. CREATION OF LIEN AND PERSONAL CALCULATIONS OF ASSESSMENTS

Each owner of a building site by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay the HOA:

- A. Entering membership Fee
- B. Annual Assessment

C. Special assessments and/or individual assessments against any particular building site, shall be established and collected pursuant to the terms of this Declaration, including but not limited to reasonable fines as may be imposed herein. All such assessments together with interest thereon, late charges and cost of collection thereof, including reasonable attorney's fees shall:

- (1) Be a charge and a continuing lien upon the building site against which any such assessment is made, and;
- (2) Be the joint and several personal obligation of each person who was an owner of said building site at the time when any such assessment made against said building site fell due. No owner shall be entitled to a refund of any portion of the membership fee, any annual or special assessment, or installment of a special assessment, paid by him, even though said owner's membership in the HOA terminates prior to expiration of the period covered by any such assessment or installment theretofore paid by him. No owner may avoid or escape liability for the entering membership fee, or any annual or special assessment, or individual assessment, imposed or levied pursuant to this Declaration by abandonment of his property or by attempted waiver as a non-user of the benefits of membership in the AWHOA, or of common areas and facilities.

9. ENTERING MEMBERSHIP FEE

Each person or entity who holds an ownership interest in a building site, by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the HOA at time of lot closing, an entering membership fee of One Hundred Dollars (\$100.00) to be used by the HOA for the same purposes for which annual and special assessments may be levied, provided, however, that no person or entity shall be required to pay the entering membership fee more than once, without regard to the number of building sites in which said owner from time to time may hold an ownership interest, and without regard to the number of times said owner may again become a member of the HOA after said owner's initial membership therein terminates. This fee may **NOT** be increased before January 1st of 2025. Please check with Developer after this date to learn current fee.

10. ANNUAL ASSESSMENTS

It shall be the duty of the Board at least thirty (30) days prior to the HOA annual meeting to prepare a budget covering the estimated costs of operating the HOA during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the proposed budget and the assessments to be levied against each building site for the following year to be delivered to the last known residence address of each member at least thirty (30) days prior to the meeting. The budget and assessment shall become effective unless disapproved at the annual meeting by a majority vote of the members and proxies present at meeting. Notwithstanding the foregoing, however, in the event the members disapprove the proposed budget, or the Board fails for any reason so to determine the budget for such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year. The original assessment is Two Hundred Fifty Dollars. (\$250) The annual assessment may not be increased before Jan 1st, 2025.

New member assessments are **pro-rated** based on calendar year and should be collected at closing and mailed to Alligator West HOA 507 W Cheves St. Florence SC 29501.

11. SPECIAL ASSESSMENTS

In addition to the annual assessment authorized above, the HOA may levy in any calendar, year, a special assessment for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement, or maintenance of a described capital improvement upon the common areas, dams and water control structures, including the necessary fixtures and personal property related thereto, provided, that any such assessment shall have the assent of two-thirds (2/3) of the votes who are voting in person or by proxy at the meeting duly called for this purpose. Written notice of such vote shall be sent to all members and publicly posted at all residential entrances onto Alligator Rd, not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

12. INDIVIDUAL ASSESSMENT

In the event that the need for maintenance or repairs of the common areas is caused by the willful or negligent act of an owner, his family, guests or invitees or in the event that an owner of any building site shall fail or refuse to maintain such building site, or repair or replace the improvements situated thereon in a manner satisfactory to the Board, after approval by vote of 75% of all members of the Board, shall give such written notice of the HOA intent to provide the required maintenance, repair or replacement, at such owner's sole cost and expense. The owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or if such work cannot be accomplished within said fifteen day period, to commence said maintenance, repair or replacement. If such owner fails or refuses to discharge properly his obligations as outlined above, the HOA shall have the right, through its duly authorized agents or employees to enter, at reasonable hours of a day, upon said building site to perform such work with no fear of reprisal. The HOA may then levy an individual assessment upon any building site to cover the cost and expense incurred by the HOA in fulfilling the provisions of this section.

13. EXEMPTION FROM ASSESSMENT

The following property subject to this declaration shall be exempt from all assessments, charges and liens created herein:

- A. All properties to the extent of any easement or other interest therein dedicated and accepted by any public authority and devoted to public use.
- B. All common areas as defined herein.
- C. Any vacant land or building sites owned by a Developer.
- D. Any unoccupied property owned by builders who have chosen not to join AWHOA.

14. ASSESSMENTS DUE DATES

The annual assessment installments for each building site shall be pro-rated by calendar year and due at closing. The method of payment and due dates for special assessments shall be as established by the HOA in accordance with this Declaration, its Articles and By-Laws. The method of payment and due dates for individual assessments shall be as determined by the Board in accordance with this Declaration. The HOA shall prepare a roster of building sites and assessments applicable thereto, which shall be open to inspection by any member upon reasonable notice to the Board.

15. COMPUTATION

Annual and special assessments shall be charged equally against each building site.

16. ASSOCIATION

Any assessments not paid when due shall be delinquent. Any assessment or assessment installment delinquent for a period of more than ten (10) days may incur a late charge in an amount as the Board may determine from time to time. The HOA shall cause a notice of delinquency to be given to any member who has not paid within the ten (10) days following the due date. If the assessment or assessment installment is not paid within thirty (30) days, the HOA may declare the entire balance of such assessment for the remainder of such annual period due and payable in full, and a lien as herein provided for shall attach, and in addition the lien shall include the late charge, interest on the principal amount due at the maximum allowable rate from the date first dues and payable, all costs of collection, reasonable attorney's fees actually incurred, 10% annual compounding interest and any other amounts

provided or permitted by law. In the event that the assessment remains unpaid after Sixty (60) days, the HOA may, as the Board shall determine, institute suit to collect such amounts or to foreclose its lien. Each owner, by acceptance of a deed or other conveyance to a building site, vests in the HOA or its agents the right and power to bring actions against such owner or owners personally for the collection of such charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided in this Article shall be in favor of the HOA and shall be for the benefit of all other owners. The HOA, acting on behalf of the owners, shall have the power to bid on the building site at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of the building site. The Board shall likewise have the right to use forcible entry and detainer proceedings to enforce the rights provided to the Board under this Declaration as permitted from time to time by the statutes of the State of SC.

17. The Alligator West Homeowner Association

The HOA shall pay any taxes or fees for common areas.

18. SUBORDINATION OF LIEN

The lien provided for in this Declaration shall be subordinate to the lien of any first mortgage now or hereafter placed upon the building site subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such building site pursuant to a decree of foreclosure, or any other preceding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

19. ESTOPPEL CERTIFICATES

The AWWHA shall, upon request of a member, at any reasonable time, furnish an estoppel certificate signed by an officer or other authorized agent of the HOA, setting forth the amount of unpaid assessments and/or other charges, if any against said member's building site, up to a given date or time of conveyance. The HOA shall also certify as to whether or not there are violations of the governing documents on the building site as of the date of preparation of the certificate. Said certificate shall be delivered to the place of closing and all outstanding assessments and other charges, if any, and a reasonable charge, as determined by the Board, to cover the cost of providing such certificate shall be deducted from the Seller's account at the closing and transmitted directly to the HOA.

20. MAINTENANCE REPAIRS AND SERVICES BY THE ASSOCIATION

The HOA, subject to the provisions of this Declaration and the By-Laws, when established, of the HOA shall maintain and keep in good repair the area of common responsibility, which responsibility shall be deemed to include by example and not by limitation:

- A. Maintenance and repair of all common areas and facilities including, dikes, dams, spillways, water control structures, park areas, buildings, groundwater controls systems, erosion areas, common irrigation systems, fountains, decorations, canals, entrance signs, buffers, easements, canal sediment, control of aquatic vegetation, water quality, stocking fish, nuisance rodent or reptile removal, landscaping, utility lines, trails, gardens, pipes, wires and conduits, not dedicated to any public authority, if any; and
- B. Furnish and provide the necessary maintenance and repair services for the utility systems, and for any controlled discharge drainage collection facility serving the properties and the improvements situated thereon.

21. EASEMENT

The HOA is hereby granted an easement of use and right-of-way on, over, in, under and through all building sites in order to comply with the terms of this Declaration, and entry on any building site for such purpose shall not be deemed a trespass. The owner of the adjacent site shall continuously maintain the vegetation in easement areas bordering a property site.

22. ENFORCEMENT AUTHORITY

The Board of Directors of the HOA shall be authorized and empowered to:

- A. Make and enforce reasonable rules and regulations governing the conduct, use and enjoyment of the properties.
- B. Impose reasonable fines, which shall constitute a lien upon the building site of a member, and/or suspend such member's right to use the common areas and the right to vote, for not more than thirty (30) days, or such time as a violation may continue and sixty (60) days thereafter for violation of this Declaration, the By-Laws or any rules and regulations which have been duly adopted by the HOA.
- C. Begin any action in any court on behalf of the HOA and all owners to abate any nuisance, or otherwise to protect the values and integrity of the community.

11.

23. ENFORCEMENT PROCEDURE

The Board shall not impose a fine, suspend voting, begin court action or infringe upon any other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

A. Demand. Written demand to cease and desist from any alleged violation shall be served upon the alleged violator specifying:

- (1) The alleged violation; and
- (2) The action required to abate the violation; and
- (3) A time period, not less than ten (10) days, during which the violation is continuing, or a statement that any further violation of the same rule any result in the imposition of sanction after notice and hearing if the violation is not continuing at the time the written demand is sent.

B. Notice. Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

- (1) The nature of the alleged violation; and
- (2) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of notice; and
- (3) An invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and
- (4) The proposed sanction to be imposed.

C. Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting: Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

24. EROSION CONTROL AND LANDSCAPE WASTE

During clearing and construction, until all exposed dirt from excavating has been removed from the building site or brought to an approved final grade surrounding the dwelling unit, and until the building site is permanently landscaped with vegetation or landscaping material, the building site owner shall prevent the erosion and washing of soil from the building site by employing the following measures:

A. Disposing of all landscape waste, such as brush, weeds, removed trees, and excess dirt, in a lawful fashion by removal, without causing damage to any adjacent building site or other property Subdivision. No debris shall be blown into streets, neighboring yards, ditches, or pond.

B. In the case of making improvements to a building site, the owner shall place, or require a general or sub-contractor to place, all excavated soils deposited within the building site at least five (5) feet from any lot line, and the owner or general or sub-contractor shall not place any soil piles on an easement or right-of-way of record. During and prior to completion of construction efforts the building site owner or contractor may be required to erect and maintain a 3 feet tall water permeable cloth dike, reinforced as necessary and properly installed using metal stakes, of suitable strength and durability across the building site and around the perimeter of excavated soil piles and at the bottom of slopes or shall employ other effective means to prevent such soils from eroding or washing into a ditch, pond, roads, other common areas or private properties, easements or right-of-ways. Such erosion preventing systems shall be

maintained until the excess soil has been brought to approved final grade or removed from the building site.

C. Prior to and during all construction the owner must prevent erosion. Within 30 days, weather permitting, after the final grade has been established and approved on the building site, the building site owner shall provide and install solid sod in the front, rear, and side yards, vegetation to cover exposed soils by planting sod. Other approved ground cover methods such as seeding and strawing are in addition to sodding. Recorded or non-recorded drainage easements on building sites shall be maintained by the building site owner according to the plat of record and the specifications of final grade as approved by the City Engineer. Owners must work with and accept remedies suggested by Developer or HOA to solve storm water drainage issues.

D. Soils, mud and landscape waste carried from a building site onto other properties and common areas such as easements, lake or waterways, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary at the expense of the building site owner.

The AWHOA, Developer, his successors and assigns, shall have the right to enter a building site at any time for the purpose of preventing and arresting undue erosion at the expense of the building site owner if the building site owner or his designated contractor is unwilling or unable to prevent such erosion. Owner shall be responsible for expenses.

25. CONSTRUCTION MATERIAL WASTE

At each building site, excess material and waste from construction shall be gathered and disposed of regularly in a lawful fashion. No building site shall be used or maintained at anytime for a dumping ground.

26. DRIVEWAYS

Driveways shall be constructed of concrete, asphalt or other material as approved by the ACC. Rock driveways will not be permitted for residences.

27. NUISANCES AND TRASH

A. No noxious or offensive trade or activities shall be carried on in said subdivision, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood as judged by the HOA.

B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site in said subdivision except dogs and cats and other common approved indoor pet animals, and not for any commercial purposes. The HOA may allow occasional breeding of pets. The Board must approve the any ownership of more than two dogs and two cats by any one residence without HOA approval. Pets must be restrained, fenced, leashed, and cannot cause disturbance through excessive barking as judged solely by the HOA.

C. All weeds shall be kept cut on sold vacant building sites, and no such vacant building sites shall be permitted to fall into an unsightly condition. No building sites shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. Any vacant building site, which falls into an unsightly condition, may be mowed or cleaned up by the HOA at the expense of the owner. Dead vegetation shall be removed at owner's expense and may be performed by HOA Board without being deemed trespass.

28. Residential Building

The ACC shall have the right to prevent the clearing of a lot, excavation and grading prior to construction according to the following:

Prior to the construction of the main residence, a building site owner is required to seek approval from the ACC for building plans and the General Contractor.

1. Building plans

While reviewing building and site plans for approval, the ACC may consider quality of workmanship and materials, external design, location with respect to topography and finished grades, elevations and building lines, heated square footage, any and all structures including fences, satellite dishes, solar panels, wind turbines, location of driveways, sidewalks, landscape design, and the preservation of certain existing trees and wooded areas. To comply with this requirement, each building site owner, prior to any

construction on the building site, shall first submit a plan to the ACC stating in general the type, style, size, external materials and general design of the residence to be constructed, along with its location on the building site and the name of the proposed General Contractor.

Such plans and specifications should include the floor plan, exterior color schemes, and materials, elevations and actual plat plan showing distances from easements and lot lines and location of the finished grade height. The site owner agrees that they will not obtain a building permit until the ACC has approved the final plans and the builder.

The following requirements shall apply to all residential improvements in RD:

- A. The Developer may set a minimum heated floor area for each neighborhood may vary requirements in other neighborhoods.
- B. The residential use within the RD must comply with zoning.
- C. No lots may be further subdivided or combined without the approval of ACC.
- D. Each single-family dwelling shall have an attached garage suitable for the storage of at least one vehicle. The Developer may change this requirement in future phases.
- E. Set back lines and easements are noted on the recorded deed and apply to all residences. All other structures require approval of location and structure.
- F. Healthy trees larger than 1 foot in diameter located outside of the allowed building zone require permission from the ACC to be removed. Care must be taken not to cover the root system of trees that may cause harm to the tree.
- G. Vinyl and aluminum siding are permitted external materials but the Developer may regulate the percentage of surface area and location of these materials on the buildings. Each neighborhood may have differing regulations.
- H. Dwellings may not be occupied until construction is completed and certificate of occupancy is issued.
- I. Owners are required to repair, restore or replace buildings damaged by nature, manmade damage or gradual weathering so as to keep up the home in reasonable condition. Rehabilitation shall begin within two months of damage. The ACC has the right to require insurance proceeds paid to owner be applied to repair the building and landscape. All structures shall be maintained to keep the structure attractive, safe, and protected.
- J. No setting trash fires or outside burning is allowed within the city limits.
- K. Vegetable gardens on private residences must be located in rear of lot and no larger than 200 square feet.

29. OUTDOOR STRUCTURES

- A. No structure of a temporary character, trailer, shack, garage, barn or other outbuilding shall be erected or placed on any building site at any time for human habitation.
- B. Any unattached garage or out buildings must be approved by the ACC. All building structures must be compatible with the existing single-family dwelling. It must of comparable quality, materials and construction as the home. All occupied buildings must adhere to all setbacks unless a variance is granted by HOA or Developer. No human habitation shall occur in parked campers, garages, tents or other structures unless approved by ACC.

C. No outdoor structure, including but not limited to; fence, antenna, satellite dish (except as provided below), mail box, statues, birdbaths, solar devices, fuel storage tanks, clothes lines, above ground pools, relocated houses or buildings, prefab buildings, mobile homes or trailers, fountains, playground equipment, pergola, gazebo or swimming pool, shall be constructed without the prior approval of the ACC. Structures may not alter the storm water flow causing a ponding on neighboring property.

D. Fences

(1) All fences must be approved by ACC before constructed and installed. The location of fence on plat, material, color and height must be reported and approved. Fences must allow the flow of water underneath.

(2) Fences must be constructed within the lot property lines. Fences may not extend into the front yard setback. The front yard depth is defined as the perpendicular setback distance from the front property line to the rear point of the house, extended full lot width. Maintenance of both sides of fence is required of owner. Fences must look as good from the outside as the inside.

(3) Fences shall be constructed and erected to a maximum height of six (6) feet. A three (3) inch ground clearance will be permitted. Support posts and decorative columns may extend above the fencing material.

(4) Fences are required by the city and developer where the rear of home sites border Alligator Road. Owners are required to maintain the owners side of the fence and allow HOA to access their yard to replace, repair or maintain the fence. Replacement costs are the responsibility of each owner.

D. Outdoor Antennas or satellites shall be installed in the rear or side of the residential building lot, should not be visible from the front street, and shall not extend any higher than the roofline of the house.

F. Mailboxes: The RD will provide cluster boxes for mail and parcel delivery.

30. VEHICLES

No building site owner or occupant shall permit any cargo trailer, campers, house trailers, derelict or inoperable vehicles, RV, motor home or mobile homes, to be parked or stored on the building site, in the driveway or in the street in front of or alongside of the building site for more than one consecutive day. This shall not prevent storage in an approved garage on the premises. This shall not prevent visitors or occupants from parking vehicles in the street on a temporary basis. A specific exemption shall be made to allow storage of city, county, state, and federal law enforcement vehicle in driveways. Boats and boat trailers may not be stored in the front of residences. Homes bordering the pond may store a boat on the bank of residence.

31. CURBS and Sidewalks

A sidewalk is required to be built at the builder's expense according to approved drawings. The building site owner shall be responsible for replacing, at his own expense, any broken section of curb. The site owner shall prevent unwanted growth of vegetation at the sidewalk and curb. Developer may require sidewalks for any future road or phase.

32. Garages

Every single-family house in Phase I and II must have a minimum of one fully enclosed garage large enough to hold full size SUV's. The Developer may require two garages in any future phase.

33. Disturbance

The HOA may regulate noise and nuisances within the residential areas to cause these actions to cease.

34. Signs

No signs shall be erected, hung, displayed on building sites except for the following; house for sale, builder sign, realtor sign, finance sign, alarm or video surveillance sign and election signs. Election signs may be present for 1 month prior to each election. No more than one sign per candidate. Signs shall be no larger than 6 square feet. No offensive material may be seen or heard from the street or neighboring lots. Only the United States Flag and South Carolina State Flag may be displayed or flown. No restrictions shall be placed on Developer's signs for marketing the RD.

35. Exterior lighting

Exterior lighting will be restricted to illumination of owner's lot and so as to not become a nuisance to neighbors. Light shades are used when possible. General illumination shall be dusk to dawn lighting with light sensitive controls and shades. Use of low voltage and directional lighting is encouraged. Floodlights shining into neighbor's windows shall not be routinely lit. Motion and timer controls are encouraged. The HOA may determine if a buyers lighting is a nuisance and demand remedy.

36. Utilities and wires

All utility infrastructures shall be buried when possible.

37. Neatness

All equipment, mechanical equipment, pool pumps and filters, wood piles, storage piles, garbage cans and items considered clutter shall be fenced or screened from view by vegetation adequate to conceal from view. The HOA can cause remedy for unsightly belongings.

38. Developers rights

The Developer or his assign has the right to alter the contents of this covenant on future lots or phases to impose additional and separate restrictions. The Developer or Board members may use HOA funds to defend themselves against lawsuits from owners.

39. Developers and Engineer Advisory

Buyers are hereby warned that a portion of the PD is in the flood plain. Account for this if you border Middle Swamp, a pond or ditch.

40. WARNING AND HOLD HARMLESS

Buyers should consult with architects and engineers to determine if further compaction of soil is needed before building.

41. DURATION OF RESTRICTION

The aforesaid covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument rescinding or modifying these covenants which is signed by more than seventy-five (75%) percent of the then record owners of the residential building sites delineated in the then existing plats of said HOA, shall be recorded in the office of the Recorder of Deeds of Florence County, SC. Each building site shall have one vote, agreeing to change or rescind said covenants in whole or in part. No amendment to these covenants and restrictions shall operate to terminate the existence of the Homeowners' Association, nor shall it relieve the Homeowners' Association from its obligations hereunder to assess fees and maintain all water retention facilities, drainage facilities, non-private utility easements and boulevards as set forth in this plat and subsequent plats.

42. REMEDIES FOR VIOLATION

In the event of a violation or breach of any of these covenants and restrictions by any person or entity subject to such covenants and restrictions, a person or entity enjoying the benefit of these restrictions shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions, or to prevent the breach or violation of them. Developer and Homeowner Association shall, in addition, have the right to such compensation for actual expenses incurred as a result of any such breach or violation.

43. SEVERABILITY

Invalidation of one of these covenants or restrictions by judgment or other order shall not in any manner affect any of the other covenants, which shall remain in full force and effect.

Witness: Ann Sam
Witness: Debra W. Lowman

Alligator West
Phillip Lowe
Developer

ACKNOWLEDGEMENT

State of South Carolina

County of Florence

On this 18 day of MAY, 2021, before me personally
appeared Phillip Lowe, who provided satisfactory evidence of her/his
Document Holder

identification to be the person whose name is subscribed to this instrument and she/he
acknowledged that she executed the foregoing instrument by her signature here.

* Phillip Lowe
Document Holder's Signature

Sworn to (or affirmed) and subscribed before me this the 18 day of
MAY, 2021.

Debra Waddell Lowman
Official Signature of Notary

(Official Seal)

Debra Waddell Lowman, Notary Public
Notary's printed or typed name

Florence County, South Carolina

My commission expires: MAY 4, 2028