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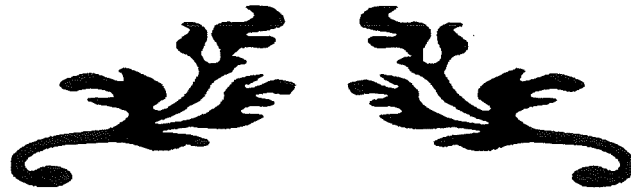


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Declaration
Of
Covenants, Conditions and Restrictions
For
Palmetto Valley



CROWN PROPERTIES, LLC
4113 E. North Street Greenville, SC 29615

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1. **DEFINITION:** Palmetto Valley shall mean and refer to all of the numbered lots shown upon the recorded plat of "Palmetto Valley" referred to above.

A. "Common Properties" or Common Property shall mean and refer to any property, real or personal, which shall be conveyed assigned or otherwise transferred to the Palmetto Valley Homeowners Association, Inc., or to Palmetto Valley Homeowners Association Inc., and same may include, but not be limited to, natural areas, easements, conservation areas, street lights, sprinkler systems, street signs, entrance signs, landscaping and water meters located within such areas. No such property becomes Common Property until it is actually conveyed, assigned or transferred by the Developer. Developer reserves the right to impose specific restrictions upon Common Property which may supplement other restrictions herein.

B. "Developer" (Declarant) shall mean and refer to CROWN PROPERTIES, LLC, but the Developer may act by and through its authorized agent or agents, nominee(s), and its successors and assigns.

C. "Lot" shall mean and refer to any numbered lot shown upon the plat of Palmetto Valley prepared for the Developer by EAS Professionals and recorded in the ROD Office of Spartanburg County in Plat Book 174, Page 105.

D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, but, notwithstanding any applicable theory of mortgage law, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or other proceeding or by deed in lieu of foreclosure.

E. "Member" shall mean and refer to any Owner who is a member of the Palmetto Valley Homeowners Association, Inc. as provided in Section 36 hereof.

F. "Declaration" shall mean and refer to this instrument: in its entirety.

2. **RESIDENTIAL USE:** Each numbered lot is restricted solely to single family residential use. No building shall be erected, altered, placed or permitted to remain on a lot other than one single-family dwelling, and a garage or other accessory structure used in conjunction with the dwelling.

The only lots or property subject to this Declaration are the numbered lots shown on the recorded plat above referred to, provided, however, Developer reserves the right to add other Lots to Palmetto Valley by additional plats and by conveying a lot or lots subject to this Declaration, in which case such lot or lots shall be treated the same as any other lots.

3. SUBDIVISION OF LOTS: Developer or any subsequent owner of a lot, with the prior written consent of Developer or his nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof. No lot may be subdivided to create an additional lot, nor shall any group of lots be re-subdivided so as to create a greater number of lots. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot. Notwithstanding this provision, the Developer reserves the unrestricted right to re-cut, re-design, re-subdivide, consolidate and alter the subdivision of unsold lots in his sole discretion.

4. SQUARE FOOTAGE REQUIREMENT: Developer elects 1200 minimum heated square footage for 1 story homes and 1500 minimum heated square footage for 2 story homes, but each residential home shall be required to have at least two (2) full bathrooms and the dwelling shall have such dimensions, plans and specifications which will meet the approval of the Developer or his nominee. Attention will be given to all details of the construction, including, but not limited to, the compatibility of the design with other homes in the neighborhood, the proposed location and the landscaping plans. Developer reserves the right to issue specific minimum requirements on all construction if the Developer deems same appropriate.

5. BUILDING SETBACK LINES: No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of Palmetto Valley referred to in the deed to such lot from Developer, nor nearer than five (5') feet to any side lot property line.

6. APPROVAL OF BUILDING PLANS SPECIAL CONDITIONS: No building or structure, whether it be the dwelling house, garage or other building or driveway shall be erected, placed or altered on any lot until the building plans, elevation, location, specifications and driveway have been approved in writing by Developer or his nominee. If such shall not be approved or

disapproved within thirty (30) days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirement stated herein and shall otherwise be in harmony with the existing structures in the subdivision. Any proposed garage or accessory structure must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Developer or his nominee. No garage shall open to the front of a house unless said garage is enclosed with a door or doors. Carports or other open detached shelters for vehicles are prohibited. Developer reserves the right to grant a waiver or variance to this provision, but only in cases where compliance creates an undue hardship as a result of the configuration or terrain of a lot. Any such waiver from the Developer is required to be in writing to constitute a valid waiver.

7. COMPLETION OF IMPROVEMENTS: All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

8. PROHIBITED BUILDING MATERIALS: Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or other accessory structure unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or his nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or other structure.

9. TRAILERS AND MOBILE HOMES PROHIBITED: Trailers and mobile homes (including typical double-wide mobile homes) are absolutely prohibited. Furthermore, no residence or building which was built as a residence on other property may be moved from such other location and placed or allowed to remain on any lot.

10. REQUIREMENTS FOR DRIVEWAYS: All driveways shall be constructed of concrete or other material approved by Developer and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb intact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done or the owner's contractor shall bear the cost of replacing or

repairing such damage to the satisfaction of the Developer. No portion of a lot shall be used as a driveway or other access to property not subject to this Declaration without Developer's written permission.

11. SWIMMING POOLS: Above ground pools are strictly prohibited. In ground pools are acceptable provided the plans, design and location are approved by the Developer in advance and in the same manner as building plans under Section 6.

12. DEVELOPER'S DISCLAIMER: Developer, and his heirs and assigns, his agents, consultants and employees, hereby disclaim any and all warranties, express or implied, of good workmanship, design, habitability, quality, fitness for any particular purpose and makes no representation concerning same. No warranties of any kind shall arise as a result of any plans, specifications, standards or approvals made or approved by developer, or his nominees, and developer shall not be liable to any owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any owner or such other person arising out of or in any way related to the review, acceptance, inspection, permission, consent or required approval which must be obtained from the developer, whether granted or denied. Developer expressly disclaims suitability of a lot for residential construction, and all buyers and subsequent owners shall be responsible for determining the suitability of a lot for construction.

13. GENERAL EASEMENTS: Developer reserves an easement ten (10') feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, and/or storm drainage facilities. Furthermore, certain lots may be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Palmetto Valley or of the lot affected. All utility service lines, including cable television, telephone, gas, electric or other utility, shall be installed underground to any dwelling or other structure located upon a lot. The lots are subject to the applicable easements given to utilities for their services and as may be recorded upon the public records.

14. SEWAGE: All sewage shall be disposed of through the use of public sewer service.

15. FENCING: No fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Fencing style must be approved by Declarant, and shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed six (6') feet in height. No fencing of any kind

shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility or drainage easement. On corner lots, no fence shall be erected beyond the side building setback line shown on the plat referred to above.

16. BUSINESS ACTIVITIES PROHIBITED: No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this Section shall not be construed to prohibit the making of handcrafted items for occasional off premises sale. The Association, however, may elect to adopt rules concerning casual on-site sales such as garage sales, and such rules shall not constitute a violation of this Section.

17. NUISANCES AND OFFENSIVE ACTIVITIES: No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or on the adjoining street or streets. The Developer and the Association shall have broad discretion in determining the nature of the activities prohibited herein, and they shall not be bound by narrow legal definitions.

18. PARKING OF BOATS AND RECREATIONAL VEHICLES: No camping trailer, boat, boat trailer, or other similar recreational vehicle or other device or equipment shall be permitted to be parked any closer to the front of a lot than the front corner of the dwelling structure. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Further, no portion of a lot shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar recreational vehicles or devices.

19. PORTABLE OR METAL BUILDINGS PROHIBITED: Portable buildings, metal storage buildings or other similar off-site constructed storage buildings shall not be placed or allowed to remain on any lot, provided, however, that an accessory building approved in writing by the Developer is permissible.

20. SWING SETS: Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located behind the rear corner of the dwelling.

21. BASKETBALL GOALS: Basketball goals, whether permanently installed or portable, shall be erected or used no closer to the street than the front corner of the dwelling.

22. NO TEMPORARY RESIDENCES: No garage or other building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

23. ANIMALS: No domestic fowl, cows, hogs, horses, mules, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to others.

24. TRASH RECEPTACLES: All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden, from public view and the view from adjoining property.

25. CLOTHESLINES: All clotheslines are prohibited.

26. SCREENING OF YARD EQUIPMENT: Lawnmowers and other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or from adjoining property.

27. TELEVISION ANTENNA AND SATELLITE DISHES: A standard roof-mounted or chimney-mounted television antenna is permissible. Furthermore, a satellite dish not exceeding eighteen (18") inches in diameter is permitted if it is installed on the roof so as not to be visible from the street in front of the dwelling. In the case of a corner lot, a permitted satellite dish shall also be required to not be visible from the side street unless the Developer or Association waives this requirement in writing. No other type of antenna, satellite dish or similar device for the transmission of signals of any kind shall be erected or allowed to remain on any lot without the express written permission of the Developer or the Association. The Developer and/or the Association shall have authority to issue more specific restrictions consistent with this provision and the right to give specific approval if reasonably necessary.

28. COVENANT OF GOOD APPEARANCE AND REPAIR: Each owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no

condition exists which would diminish the good appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation, provided, however, Developer shall be exempt from the requirements of this Section. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or the Association, or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least thirty (30) days to correct specified deficiencies. In the event the owner or owners of a lot shall fail to pay such charges within thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Section 36. The developer, the association or any of their respective directors, officers, agents, employees or members shall not be liable for any personal injury or property damage or other incidental or consequential damages occasioned by any non-negligent act or omission in the inspection, repair or maintenance of any site, improvements or portion thereof.

29. SIGNS: No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use any signs for development of the property which Developer deems appropriate. Any areas upon which the Developer has installed entrance identification signs shall be exempt from this provision.

30. STREET LIGHTING: The expense for operation and maintenance of street lighting installed by or at the request of the Developer will be transferred to the Association. The Developer may transfer the utility expenses to the Association at any time.

31. MAINTENANCE OF STREET RIGHT-OF-WAY: The Owner of a lot shall be responsible for the grassing and/or landscaping and maintenance of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts. If the Owner shall fail to keep this area neatly mowed or otherwise neatly maintained, the Developer and/or the Association shall have the same rights to maintain same and charge the costs thereof to the Owner in the same manner and according to the same provisions for the maintenance as set forth in Section 28.

32. FUEL TANKS: All fuel tanks or containers shall be buried underground in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies, agencies and the South Carolina Department of Health and Environmental Control. No fuel tanks, except those commonly used with gas barbecue grills, are permitted above ground.

33. FIREWORKS: Shooting of fireworks of any kind, and the storage thereof, are prohibited, unless carried out in conjunction with a supervised activity of the Developer or the Association in accordance with applicable laws.

34. MAIL RECEPTACLES: All mailboxes or other mail receptacles and their supporting structure, including fixing the location and height thereof, shall conform to Developer's uniform requirements. After installation, each owner has the responsibility of keeping same in good repair and appearance. Payment to Developer for the uniform mailbox may be made a condition of closing a lot should the Developer elect to impose such a condition. Upon delegation to the Association of Developer's rights hereunder, the Association shall have the right to prescribe rules and regulations relating to uniform mailboxes. In the absence of such rules, the mailboxes shall conform to those originally approved by the Developer.

35. TEMPORARY SALES OFFICE: The Developer shall have the right to place or erect temporary sales offices on any lot or other area in the development for the purpose of marketing lots.

36.1 PROPERTY OWNERS ASSOCIATION: Palmetto Valley Homeowners Association, Inc. is a nonprofit corporation organized under the laws of the State of South Carolina. A Board of three (3) Directors who need not be Members of the Association shall manage the Association. Until the Palmetto Valley Homeowners Association is formally turned over to the residents in accordance with the provisions of this document and the first annual meeting is held, the initial Board of Directors shall be, **CROWN PROPERTIES, LLC** and their appointees. The Association may increase the size of the Board up to seven (7) Members by a majority vote of the Members. The initial mailing address of the Board shall be 4113 E. North Street, Greenville, SC 29615. Said Board shall be responsible for adopting and ratifying the Bylaws of the Association Included herein as "Exhibit B" and distributing the same to the Members thereof.

36.2 MEMBERSHIP: Every person who is record Owner of a fee or undivided fee interest in any Lot that is subject to covenants of record and to assessment by the Association, including contract sellers, but excluding persons who hold an interest merely as security for the performance of any obligations, shall be a Member of the Association. Ownership of such interest shall be the sole qualification for such membership. No Owner shall have more than one membership in the Association and there shall be only one vote for each Lot in the development. The Lot's vote shall be suspended in the event more than one Person seeks to exercise it. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot that is subject to assessment. The Board of Directors may make reasonable rules regarding proof of ownership.

36.3 MERGERS: To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the consent of two-thirds (2/3) of the entire Class A Membership and two-thirds (2/3) of the entire Class B Membership, if any.

36.4 CLASSES: The Association shall have the following two classes of voting membership:

(a) **Class A:** Class A Members shall be all Owners, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners thereof determine, but in no event shall more than one vote be cast with respect to any Lot, and no fractional vote may be cast with respect to any Lot.

(b) **Class B:** The Class B Member shall be the Declarant, and it shall be entitled to four (4) votes for each Lot in which it holds a fee or undivided fee interest, provided that the Class B membership shall cease and be converted to Class A membership upon declaration of the Declarant.

37.1 PURPOSE OF ASSESSMENT: The assessments provided for in this Declaration shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, as may be authorized from time to time by the Board.

37.2 CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS: Each Owner agrees to timely pay to the Association: (a) annual assessments or charges; and special

assessments; Each Owner also agrees to pay reasonable penalties as may be imposed in accordance with the terms of this Declaration.

37.3 LATE CHARGES: All assessments shall accrue late charges, interest (not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due), and costs, including without limitation, reasonable attorney's fees and costs actually incurred. The assessments and charges shall be a continuing lien upon the Lot against which each assessment is made, and shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due.

37.4 PERSONAL LIABILITY: Each Owner shall be personally liable for the portion of each assessment coming due while the owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for the assessments which are due at the time of conveyance; however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings.

37.5 CERTIFICATE OF PAYMENT: The Association shall, within five (5) business days after receiving a written request, furnish a certificate signed by an officer of the Association or its appointee setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate shall be binding upon the Association as of the date of issuance. The Board shall have the right to impose a reasonable charge for providing this certificate.

37.6 ASSESSMENTS: Assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board. The Board may allow assessments to be paid by periodic payments, and the Board shall have the right to accelerate any unpaid installments in the event an Owner is delinquent.

37.7 COMPUTATION OF ANNUAL ASSESSMENTS: The Board shall prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve. The Board shall cause the budget and the assessments to be mailed or delivered to each Member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. In the event the membership disapproves the proposed budget, or the Board fails to establish a budget for the succeeding year, the budget in effect for the then current year shall continue for the succeeding year until changed by the Board.

In the event the Board's budget is disallowed, the Board shall have the right to make a new budget retroactive to the start of the fiscal year. Until December 31, 2019, the maximum annual assessment shall be \$200.00 Dollars per Unit and may be collected monthly at the discretion of the Board. The maximum assessment for the calendar year immediately following the year in which conveyance of the first Unit to an Owner is made 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 of the membership by an amount not to exceed fifteen percent (15%) of the maximum assessment of the previous year. The maximum assessment for the calendar year immediately following the year in which conveyance of the first Unit to an Owner is made and for each calendar year thereafter may be increased without limit by a vote of 67% of the Class "A" Members at a meeting duly called for this purpose with final approval of the Class "B" Member.

37.8 SPECIAL ASSESSMENTS: In addition to the other assessments authorized by this Declaration, the Association may levy special assessments from time to time. Special Assessments must be approved at a meeting by two-thirds (2/3) of the Total Association Vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

37.9 LIEN FOR ASSESSMENT: All sums assessed against any Lot, Owner or member pursuant to this Declaration shall be secured by a lien on such Lot in favor of the Association.

37.10 PRIORITY: The lien of the Association shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; (b) liens for all sums unpaid on a first priority Mortgage or any other Mortgage or security instrument filed prior in time to a lien of the Association, or (c) a lien arising by virtue of any Mortgage in favor of Declarant which is duly recorded in the Office of the Greenville County Register of Deeds. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded shall be deemed to acknowledge that their liens shall be inferior to the lien of the Association for assessments in existence at that time or which arise in the future.

37.11 EFFECT OF NONPAYMENT OF ASSESSMENT: Assessments (or installments) not paid when due shall be delinquent. Any assessment (or installment) which is delinquent for a period of more than ten (10) days shall incur a late charge in an amount set by the Board. If the Assessment is not paid within thirty (30) days, a lien shall attach and shall be evidenced by the

filing of a Notice of Lien. The lien shall include all assessments then due or which come due until the lien is canceled of record, and any other amounts provided in this Declaration or permitted by law. In the event that the assessment remains unpaid after thirty (30) days, the Association may institute suit to collect such amounts and foreclose its lien. The Association shall have the right to foreclose its lien in the same manner as provided for the foreclosure of mortgage liens in South Carolina or through any other method allowed by law. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage or convey the same. The Association shall also have the right and option to proceed personally against any defaulting Owner to obtain a judgment for all unpaid assessments, penalties, and late charges which may be added thereto. In any action for collection of past due assessments or in the filing or foreclosure of a lien, the Association may also collect the costs of such collection, including reasonable attorneys' fees and costs.

37.12 NO SET OFF OR DEDUCTION: No Owner may waive or otherwise exempt himself from liability for the assessments provided for in this Declaration. No setoff, diminution, or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and is not subject to setoff.

37.13 APPLICATION OF PAYMENTS: All payments shall be applied first to costs (including reasonable attorney's fees), then to late charges, then to interest and then to delinquent assessments.

37.14 DATE OF COMMENCEMENT OF ASSESSMENTS: Assessments shall start on the day of closing from the contractor/builder to a third party; however, the sale of a Lot to a contractor for the purpose of construction of a home shall not cause assessments to commence. The first assessment shall be prorated and collected according to the number of days then remaining in that assessment period at the time the contractor sells the Lot or the home is otherwise occupied.

37.15 CAPITAL RESERVE CONTRIBUTIONS: At the first closing of a lot to a person or entity other than the Builder, the purchaser shall be charged \$200.00 which shall be payable to the Association's Capital Reserve Fund and maintained in an account for the use and benefit of the

Association. The purpose of the fund is to ensure that the Association Board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advanced payment of regular assessments. No such assessment may be used by the Declarant for the initial development of the subdivision's infrastructure or improvements, but such assessments may be used for utilities, maintenance and other reasonable expenses as deemed applicable by Declarant up until such time as Declarant's Class B shares convert to Class A shares at which time the Association may review the Assessments in place and revise such amounts as needed. The Declarant is exempt from paying any assessments.

37.16 BUDGET DEFICITS DURING DECLARANT CONTROL: For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant shall: advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association and the sum of the annual and special assessments collected by the Association in any fiscal year.

37.17 BENEFITED ASSESSMENT: The Association shall have the power to levy benefited assessments against a particular Lot or Lots to cover the costs, including overhead and administrative costs, of providing services to the Lots upon request of an Owner pursuant to any menu of special services, which the Association may offer. By way of example, such services and facilities might include landscape maintenance, pest control service, trash collection, recycling, and similar services and facilities. The Association may levy benefited assessments in advance of providing the requested service.

37.18 NON-RESIDENT USE OF COMMON PROPERTY: Any use of the Common Property by a person who does not qualify as an Owner or his tenant, guest, invitee, or family member shall be prohibited.

38.1 MAINTENANCE & CONVEYANCE OF COMMON PROPERTY, THE ASSOCIATION'S RESPONSIBILITY:

- (a) The Association shall maintain in good repair the Common Property, including (without limitation) maintenance, repair, and replacement of all landscaping and improvements situated on the Common Property, including the land identified as open space and landscape buffers. All open space shall be maintained as a perpetual open

space/conservation easement and shall not be used for any other purpose. Improvements on the land subject to this easement shall not be improved except for pedestrian activity and passive recreation. The open space shall not be divided.

(b) The Association shall also maintain all entry features (including the expenses for water and electricity, if any, provided to all such entry features), and common areas; operate and maintain street lights (if not maintained and operated by a governmental entity or utility company) for the Community; maintain all storm water collection and detention facilities and easements serving the Community (that are not maintained by a governmental entity); maintain all private streets or roads; and all property outside of Lots located within the Community which was originally maintained by Declarant.

(c) The Association shall maintain other property not owned by the Association, whether within or without the Community, including the yards of Owners, where the Board has determined that such maintenance would benefit the Owners. This maintenance right and obligation shall include but not be limited to the right and obligation of the Association to install, repair, reset or control irrigation systems on Lots, to replace, maintain chemically treat, fertilize and control placement of foliage, shrubs, grass, mulch or other vegetation. The association shall have the right to remove any locks or other devices which prevent any maintenance right hereunder without liability to the Lot Owner. Owners may not alter, add to or change the original landscaping without consent of the ARC. Owners may plant seasonal flowers or other type foliage, but the ARC and Association shall retain the right to have those items removed in the ARC's or Association's sole discretion.

(d) The Association shall also own and maintain landscaping of that easement, buffer or berm area abutting any public right of way or adjoining property. Such maintenance shall include cutting grass and maintaining trees and shrubs initially installed by Declarant or installed by the Association.

(e) In the event that the Association determines that the need for maintenance, repair, or replacement of property described in (a), (b), (c) or (d) above is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair, or replacement at such Owner's sole cost and expense,

and all costs thereof shall be a special assessment against such Owner subject to the Association's lien and collection rights provided for in this Declaration.

(f) All maintenance shall be performed consistent with the Community-wide Standard.

(g) The Associations shall also be responsible for the streets and roads in the subdivision (to the extent not maintained by the County, State or Municipality), all structural components of the Units, roofs, and exterior components.

38.2 OWNER'S RESPONSIBILITY: Except as provided otherwise in this Declaration or any Supplementary Declaration hereto, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible, the Association may perform such maintenance, repair, or replacement for the Owner at the expense of the Owner. Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work, which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be an assessment and subject to the collection remedies of Section 37.11 for non-payment of an assessment.

38.3 CONVEYANCE OF COMMON PROPERTY BY DECLARANT TO ASSOCIATION: The Declarant may convey to the Association any personal property, any improved or unimproved real property, leasehold, easement, or other property interest located within or adjacent to the Community. Such conveyance shall be accepted by the Association and acknowledged by a letter of acceptance (if requested) and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted

pursuant to this Section. Upon written request of Declarant, the Association shall re-convey to Declarant any unimproved portions of the Common Property originally conveyed by Declarant to the Association for no (or nominal) consideration to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines.

39. AMENDMENT: This Declaration may be amended unilaterally at any time and from time to time by Declarant or Nicholas M. Franchina for so long as the Declarant or CROWN PROPERTIES, LLC owns any property in the Palmetto Valley, with the affirmative written consent of the Declarant. If the Declarant no longer owns any Property in the Palmetto Valley, upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two thirds (2/3) of the Lots.

In WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed by its duly authorized officers or agents as of the year and date hereinabove mentioned.

In the Presence of:

CROWN PROPERTIES, LLC

John R. [Signature]
John R. [Signature]

Nicholas M. Franchina [Signature]

Nicholas M. Franchina

Its: Managing Member

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

The foregoing instrument was acknowledged before me this July 13th, 2018 (date) by Nicholas M. Franchina, managing member of CROWN PROPERTIES, LLC.

Margaret H. Franchina

Notary Public for SC

Print Name: Margaret H. Franchina

My commission expires:

1/10/2023