

REFLECTIONS AT HOUNDSLAKELAKE HOMEOWNERS ASSOCIATION

FIRST AMENDMENT AND RESTATEMENT OF

DECLARATION

Of Covenants, Conditions and Restrictions

2010006120
AMENDED COVENANTS
RECORDING FEES \$17.00
PRESENTED & RECORDED:
03-17-2010 11:30 AM
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AIKEN COUNTY, SC
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January 1, 2010

B962-01

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was imposed on the within-described property by an instrument dated June 26, 1987, and recorded in Miscellaneous Book 481 at page 85 in the Office of the Register of Deeds for Aiken County, South Carolina; and

WHEREAS, Article VI, Section 3, provides that following the initial twenty (20) year period, the Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the site owners within the Reflections at Houndslake; and

WHEREAS, the owners of the property situated within the Reflections at Houndslake amended and restated the Declaration of Covenants, Conditions and Restrictions and approved with at least seventy-five (75%) percent of the site owners subscribed their signatures to these restated covenants; NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for the Reflections at Houndslake shall read as follows:

THIS DECLARATION, made on the date hereinafter set forth by the owners of at least seventy-five (75%) percent of the sites located within the Reflections at Houndslake development, pursuant to the provisions for amendment of the original Declaration, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of at least seventy-five (75%) percent of the sites contained within that certain property in the City of Aiken, State of South Carolina, which is more particularly described as:

All of that certain piece, parcel or tract of land, situate, lying and being in South-western Section of the City of Aiken, County of Aiken, State of South Carolina, containing some sixteen (16) acres, more or less, as shown on a plat of said property entitled "Reflections at Houndslake" made by Cantelou Associates, Engineers and Surveyors, under date of June 19, 1987 and recorded in Plat Book 19, Page 117, record of Aiken County.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

- o Association shall mean and refer to REFLECTIONS at HOUNDSLAKELAKE HOMEOWNERS ASSOCIATION, a corporation organized to manage and control the common area created out of the development of the above property.
- o Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any site which is a part of the properties, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation.
- o Property shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- o Site shall mean that specific area of land designated as an integral part of the RHOA for private purchase and the development of a single family residence. It is not necessarily a recorded entity.
- o Parcel shall mean that taxable property located within the Site, or congruent in some cases with the Site, as recorded in the Aiken County Plat Books. It is a legal entity.
- o Plot shall mean the specific location and outline of improvements within the Parcel.
- o Common Area shall mean all real property under the control of the Association for the common use of the owners.
- o Declarant shall mean the current owner which is presently Houndslake Corporation, its successors and assigns if such successors or assigns should acquire the "common area" property within Reflections designated for the common use of the owners.
- o Declaration shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of Register of Deeds of Aiken County, South Carolina.
- o Member shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE II

PROPERTY OWNER'S RIGHTS AND RESPONSIBILITIES

Section I. Common Area

Every owner shall have a right of easement in and to the common area which shall be linked to and shall pass with the title to every site subject to the following provisions:

- The right of the Declarants or their successors, to dedicate or transfer any of the common area required for the installation of utilities.

Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

A valid easement does and shall continue to exist to each site for the purpose of installation, maintenance, repair and replacement of sewer, water, power, TV cable and telephone lines, pipes, mains, conduits, wires, poles, transformers and any and all other equipment or machinery necessary to the proper functioning of any utilities.

Section 2. Maintenance of Home Exteriors. Plot and Site

Each owner shall maintain the exterior of his/her property in good repair to maintain the value of his/her property and all of the other properties in the Association. Examples of those repairs are (but not limited to): the replacement and/or repair of damaged or rotten wood, maintenance of gutter systems which includes replacing support brackets when they become detached from the fascia board, cleaning the exterior of property to keep it free of mold and mildew, painting the exterior of property when existing paint becomes cracked, peels and/or fades. When these conditions are identified, homeowners should make repairs within a reasonable period of time. If an owner fails to promptly repair or maintain his/her property, the Board of Directors has the right to require him/her to make such repairs.

Each site owner is responsible for that portion of grass maintenance that is not performed under agreement with landscaping contractors.

Removal of dead or diseased indigenous trees (oaks, pines, etc) from common areas will be at the expense of the Homeowners Association and at the discretion of the board. Authorization to remove a tree will be on a strict case by case basis, and only after inspection by a certified arborist. Ornamental trees will not be removed at association expense.

Section 3. Rules Applying to Party Walls

Each wall or part of a wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the sites shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the cost of furnishing the necessary protection against such elements.

Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be linked to the land and shall pass to such Owner's successors in title.

Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

Section 4. Parking of Vehicles

No camping trailers, boats, school buses, recreational vehicles or immobile automobiles shall be parked in this development unless stored in a garage and out of public view.

- o Board of Directors may issue a limited time waiver to the above parking restrictions.

All other vehicles shall be parked responsibly in driveways or on the public street. At no time shall vehicles be parked on improved common or private property areas.

Section 5. Pets

No dogs or cats shall be allowed to run loose in the development at any time, but are permitted to use the common property provided such pet is kept on a hand held leash and is under constant supervision of its owner. The owner shall be required to remove all "mess" left by the animal. Excessive barking shall be subject to the Noise Ordinance of Aiken. No livestock shall be allowed within the Reflections community.

Section 6. Rental of Property

Rented or leased property information must be provided to the secretary of the Homeowners association. That information must include Renter's name, contact information, and duration of rental agreement or lease.

All renters/leasers shall be provided with copies of CCR and By-Laws and rental and/or lease agreement shall include compliance to both documents.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Architectural Committee

The Architectural Committee shall be composed of three (3) Owners appointed by the Board of Directors.

Section 2. Architectural Committee Approval

The Architectural Committee approval is required at the planning stage prior to any modifications and/or construction:

- Plans to alter the exterior of any unit.
- Plans to change the outside exterior appearance of property by painting or staining with an entirely different color or colors.
- Plans to erect a building, fence, wall, deck, awning or other structure on individually owned sites.
- Antennas location and maintenance.
- New home sites and house placement on new sites.
- Design, plans, and specifications of new home construction.
- Design, plans and specification of reconstruction of damaged homes.

Clothes lines, dog/cat pens shall not be installed on common areas or permitted in any location within the public view.

Fences or other structures shall not be erected on any of the common ground of this development, except as installed by the developer in the initial construction.

Permanent amateur radio antennas shall not be erected on any private property or common grounds within Reflections.

Temporary structures, such as amateur radio antennas, may be allowed during emergency situations but must be approved by the Board of Directors prior to any installation.

In the event said Board or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IV

HOMEOWNER ASSESSMENTS

Section 1. Sites Liable for Assessments

The Owner of any site by acceptance of a deed therefore, whether or not it shall be so expressed in such a deed, is deemed to covenant and agree to pay to the Association monthly assessments of charges.

The monthly assessments shall start on the first day of the month following the purchase and conveyance of a developed site to the Owner. Monthly assessments for said sites shall start on the first day of the month after site improvements have been completed. The sites liable for this assessment shall be composed of all sites conveyed and all sites held by the Declarant on which improvements have been completed.

The Board of Directors of the Association shall fix the monthly assessment at an amount necessary to maintain the common area, which is the legal scope of this association.

The Board of Directors of the Association may impose a one time special assessment to cover emergency expenses following unexpected damages or loss for which repairs cannot be delayed.

Section 2. Assessment Changes

All increases to monthly Association assessments shall be approved by the members of the Association. The Board of Directors shall provide notice of the intention to increase the assessment by mailing to each owner, at least thirty (30) days prior to the meeting, at which said increase shall be considered. At this meeting a quorum of members must be present or submittal of proxies totaling to sixty per cent (60%) of all the votes. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Once quorum requirements have been met, increase in association assessment must have a greater than 50% approval by membership vote.

Only members who are in good standing with assessments paid to date will be allowed to vote.

Section 3. Creation of the Lien and Personal Obligation of Assessments.

That any assessment not paid by the fifteenth of the month shall be subject to a ten (10%) penalty charge for late payment. Any assessment payment that fails to clear the bank will be subject to a twenty-five (\$25.00) dollar penalty charge for each failed attempt. When any assessment is not paid within thirty (30) days after

the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability from the assessments provided for herein by "non-use of the common area" or abandonment of his site.

The monthly assessment shall be a charge on the land and residence and shall be a continuing lien upon the property against which each such assessment is made. Each delinquent assessment, together with penalty, interest, cost and reasonable attorney 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 Lien of Assessment provided for herein shall be subordinate to the lien of the first mortgage. Sale or transfer of any site shall not affect the assessment lien; however, the sale or transfer of any site pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such site from liability for any assessments thereafter becoming due or from the lien thereof.

The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified site have been paid. A properly executed certificate of the Association as to the status of assessments on a site is binding upon the Association as of the date of its issuance.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership

Every owner of a site, which is subject to assessments, shall be a member of the Association. Membership shall be linked to and may not be separated from ownership of any site, which is subject to assessment. When more than one person holds an interest in any site, all such persons shall be members. Owners of sites shall keep the Homeowners Association updated with their current address and telephone number.

Any site whether held by the Declarant or other owner that has not been developed (home site), or improved shall have no voting rights.

Section 2. Voting Rights

The vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any site.

Section 3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of ten (10) years from the date this revised and approved Declaration is recorded, after which time they are automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) of the site Owners. All amendments must be recorded on the public records of Aiken County.

ARTICLE VI

VIOLATION OF CCR'S AND BY -LAWS

Section 1. Enforcement.

The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this 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 thereafter.

Section 2. Notice of Violation of CCR's and/or By-Laws

Notice of Violation shall be handled as follows:

- First offense shall be a written notification delivered by registered letter, with signed receipt providing 30 days to fix current violation.
- Notice of violation of CCR by renter shall be given to property owner to be communicated to renter/leaser of property.

If violation has not been corrected within the 30 day period, a \$100.00 monthly fine shall be imposed upon owner until violation has been corrected.

Second offense to any previously notified violation shall incur a fine of \$ 200.00 monthly. This fine shall be added to monthly assessments until violation has been corrected.

Section 3. Severability.

Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

