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**THIRD AMENDMENT AND FIFTH SUPPLEMENT TO MASTER COVENANTS,  
CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR RIVERWALK  
(RIVER DISTRICT)**

THIS THIRD AMENDMENT AND FIFTH SUPPLEMENT TO MASTER COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR RIVERWALK (this "Fifth Supplemental Declaration") is made as of this 15<sup>th</sup> day of September, 2014 by THE GREENS OF ROCK HILL LLC, a South Carolina limited liability company ("Declarant") whose address is 2850 Cherry Road, Rock Hill, South Carolina, 29730.

**BACKGROUND STATEMENT**

A. Declarant made those certain Master Covenants, Conditions, Easements, and Restrictions for Riverwalk, executed May 26, 2011 (the "Original Declaration"), which was recorded June 3, 2011, in Record Book 12008, Page 242 in the Office of the Clerk of Court for York County, South Carolina, with respect to certain real property located in the City of Rock Hill, York County, South Carolina, described and defined in the Declaration as the "Development Property." Capitalized terms used herein and not defined herein have the meanings given such terms in the Original Declaration. The Original Declaration, as amended and supplemented from time to time, is referred to herein as the "Declaration."

B. Pursuant to Section 20(H) of the Original Declaration, Declarant reserved the right and option to submit any or all of the Additional Property described in Exhibit B to the Original Declaration by filing one or more Supplements. Pursuant to Section 20(A)(ii) of the Original Declaration, Declarant also reserved the right and option, on the terms set forth therein, to amend the terms and provisions of the Original Declaration. Since the recordation of the Original Declaration, Declarant has recorded (in addition to separate amendments to the Original Declaration) the following Supplements in the York County real estate records:

<u>Supplement No.</u>	<u>Book</u>	<u>Page</u>
One	12440	247
Two	13808	118

Three	13955	45
Four	14306	1

C. Declarant desires to annex a portion of the Additional Property to the General Plan of Development set forth in the Original Declaration, the legal description for such portion of the Additional Property which is attached hereto in Exhibit A and incorporated herein by this reference (the "Annexed Property").

D. Pursuant to Section 20(A)(ii) of the Original Declaration, Declarant reserved the right to unilaterally amend the Declaration, provided that such amendment must not (i) unreasonably restrict or diminish the rights or increase or expand the financial obligations of Owners other than Declarant with respect to Parcels already owned by such Owners (other than Declarant and its affiliates), or (ii) grant or establish any easement through, across, over, or under any Parcel which Declarant has previously conveyed to an Owner not affiliated with Declarant, unless the written consent and concurrence as to such amendment is given by the Owner(s) and Mortgagee(s) of the affected Parcels. In conjunction with the annexation of the Annexed Property hereby, Declarant further desires to amend the Original Declaration, as set forth hereinbelow, but only to the extent set forth hereinbelow. Declarant has determined that such amendment is in compliance with the requirements of Section 20(A)(ii) of the Original Declaration.

E. This Fifth Supplemental Declaration is designed to create equitable servitudes and covenants applicable to and running with the land for all Annexed Property made subject hereto, and to further benefit and burden the Development Property by creating or reserving additional equitable servitudes and covenants pertaining thereto, as and to the extent provided for herein.

F. Declarant hereby declares that those portions of the Annexed Property made subject to the Original Declaration by this Fifth Supplemental Declaration shall be owned, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions and terms hereinafter set forth for the term and duration thereof, all of which are declared to be part of, pursuant to, and in furtherance of, a common and general plan of development, improvement, and enhancement of the Development Property and the Annexed Property. The provisions of this Fifth Supplemental Declaration are expressly intended to touch, concern, and run with the title to the Annexed Property subjected to this Fifth Supplemental Declaration, and the Development Property, as set forth herein, and shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and all persons having or acquiring any right, title, or interest in such properties, and their respective heirs, successors, executors, administrators and assigns.

**NOW, THEREFORE,** Declarant hereby declares as follows:

1. Annexation of Annexed Property. Declarant is hereby exercising its option to submit the Annexed Property described in the attached Exhibit A to the Original Declaration and further declares that the Annexed Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the Original Declaration, as amended and supplemented from time

to time and subject to the terms hereof, and the covenants, conditions, restrictions, easements, charges and liens contained therein which shall touch, concern and run with the title to the Annexed Property, and which shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the within-described Annexed Property, or any portion thereof, along with their respective heirs, successors, executors, administrators, and assigns. However, to the extent of any express conflict between the Original Declaration and this Fifth Supplemental Declaration, the terms of this Fifth Supplemental Declaration shall govern and control; provided, this Fifth Supplemental Declaration shall be construed and interpreted, where possible, to supplement and expand upon, and not to conflict with, the Original Declaration.

2. Designation of Parcels within Annexed Property. The Parcels within the Annexed Property, any current improvements located thereon, are hereby made a part of the Development Property as Parcels therein and as a part thereof. Pursuant to the Original Declaration, Declarant hereby declares that the Annexed Property shall be a Component Parcel.

3. Binding Effect of Annexation. Pursuant to the Original Declaration, each purchaser of a Parcel within the Annexed Property, by acceptance of a deed thereto, is subject to the terms of the Declaration by this Fifth Supplemental Declaration. Each Mortgagee, by accepting a Mortgage upon a Parcel subject to the terms of the Declaration, shall be deemed to have also consented to the powers of annexation and amendment reserved by Declarant in the Original Declaration and exercised by the Declarant through this Fifth Supplemental Declaration.

4. Certain Definitions. When used in this Fifth Supplemental Declaration, the following terms shall have the following definitions:

“Association Reserve for Replacement” means a capital fund established and maintained by the Association to help defray, in whole or in part, the cost of renewals and replacements, unexpected maintenance or unexpected Limited Common Expenses.

“Limited Common Expenses” means the actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of the Annexed Property, including, but not being limited to, the following:

- (i) The costs of any upkeep, maintenance, repair and/or replacement required of the Limited Common Properties, Limited Common Utility System(s), or any Limited Detention Facilities (including, without limitation, any Limited Detention Ponds or Watercourse), excluding the costs of initial construction;
- (ii) Property taxes and governmental assessments payable with respect to the Limited Common Properties or any part of the Limited Common Utility Systems, Limited Detention Facilities or Limited Detention Ponds (including the costs of any appeal thereof or challenge thereto or to the amount thereof);
- (iii) The cost of snow and/or debris removal (if and to the extent not contracted for by the Association Board) from the Private Streets within the Annexed Property;

- (iv) The cost of maintenance of the Limited Landscape and Sign Easements, including the costs of replacing any of the landscaping or the Annexed Property identification or directional signs erected in such areas, but only to the extent not otherwise provided for differently in this Fifth Supplemental Declaration and excluding the cost of initial landscaping and the cost of purchasing and installing any signs;
- (v) Liability insurance and any other insurance reasonably necessary for the protection of the Limited Common Property, the Association, the Association Board, and the Association Members;
- (vi) Reasonable management fees and expenses of administration of the Association, including, but not limited to, insurance and bond expenses and legal and accounting fees;
- (vii) The cost of maintenance and operation (but not the cost of acquisition and installation) of any street or other lighting within any of the Limited Common Properties, and the cost of security service and/or access control (if any such service is provided as from time to time determined by the Association Board) within the Annexed Property;
- (viii) The costs and expenses of providing any and all Service Area Services required hereby; and,
- (ix) Any other reasonable expenses related to the operation and maintenance of the Limited Common Properties, the River District Architectural Review Board, the Association, or the enforcement and administration of the provisions of this Fifth Supplemental Declaration by the Association and the governing documents of the Association in accordance with this Fifth Supplemental Declaration.

“Limited Common Properties” means all properties, whether real or personal, which are now or hereafter owned or operated (or designated by Declarant for future ownership or operation) by the Association pursuant to the provisions hereof, including, without limitation, properties within easements reserved or granted for the location of improvements or facilities which are or become designated as “Limited Common Properties.” As to any properties which are not presently owned or operated by the Association but are intended by Declarant to be owned or operated by the Association at a late date, Declarant, or any Declarant Affiliate, may designate the same as being Limited Common Properties upon (a) any plat or survey of record of any part of the Annexed Property, (b) upon any plans approved by the City of Rock Hill, or (c) in an instrument recorded in the York County, South Carolina, real estate records. The designation of any land and/or improvements as Limited Common Properties shall not mean or imply (unless specifically so stated) that the public at large acquires any rights therein or any easement, whether for use, enjoyment, or otherwise, therein. Limited Common Properties shall include the equipment, pipes and other materials and the wet and/or dry Limited Detention Facilities included as a part of the Limited Drainage System, but only to the extent not dedicated to (and to the extent maintained by) the Applicable Governmental Authority for public use.

“Limited Common Utility System(s)” means the pipes, mains, lines, components and equipment comprising the Limited Drainage System, sanitary sewer system, and utilities, such as gas lines, water mains, telephone lines, and electrical service lines, created or installed within the Annexed Property to serve the Annexed Property and which are intended to serve more than one Parcel (hereafter defined) within the Annexed Property (but not other parts of the Development Property), and which provide for connection by individual Owners of Parcels within the Annexed Property, to the extent not owned by third parties or not otherwise dedicated to the public and accepted for dedication (and maintained by) the Applicable Governmental Authority.

“Limited Detention Facilities” shall mean the wet and dry detention areas and related structures and easements within the Annexed Property to facilitate storm and surface water drainage within the Annexed Property but not from other portions of the Development Property.

“Limited Detention Ponds” means wet open detention areas (other than the or any Limited Watercourse) to water’s edge at normal pool elevation created by Declarant as a part of the River District Plan of Development, the locations of which are depicted upon plats of record, or hereafter recorded by Declarant or any Declarant Affiliate, in the York County real estate records, and which serve only the Annexed Property and not other Parcels or portions of the Development Property.

“Limited Drainage Easements” means those areas so designated, or bearing similar designations, in or upon plats or deeds now of record in the York County real estate records, or hereafter recorded by Declarant or any Declarant Affiliate (and/or the Owner of the burdened Parcel) in the York County real estate records, and those areas described as such by this Master Declaration.

“Limited Drainage System” means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet detention and/or retention areas or Limited Detention Ponds, Limited Watercourse and other structures, fixtures, properties, equipment and facilities located in or upon the Limited Drainage Easements or any part thereof by Declarant or any Declarant Affiliate and designed for the purpose of controlling, retaining, expediting or otherwise providing for the drainage of storm and surface waters from, over and across the Annexed Property or portions thereof (but not other Parcels or portions of the Development Property), whether dedicated in whole or in part, for public use or otherwise.

“Limited Landscape and Sign Easements” means those areas so designated, or similarly designated, in or upon plats or deeds now of record in the York County real estate records, or hereafter recorded by Declarant or any Declarant Affiliate (and/or the Owner of the burdened Parcel) in the York County real estate records, and those areas described as such by this Fifth Supplemental Declaration.

“Limited Watercourse” means any body of water currently existing, created hereafter, and/or preserved for wet retention and/or detention purposes to water’s edge at normal pool elevation, created as a part of the River District Plan of Development and located within a

Limited Watercourse Easement, as designated by Declarant or its designee upon plats, deeds, or other instruments from time to time recorded in the York County real estate records.

“Limited Watercourse Easement” means those areas so designated, or similarly designated, by Declarant or its designee in or upon plats, deeds, or other instruments recorded in the York County real estate records for portions of the Annexed Property. The Limited Watercourse Easement is also referred to as a common retention area and is where, among other things, the or a Limited Watercourse is (in principal part) located.

“River District Architectural Review Board” means that entity established pursuant to this Fifth Supplemental Declaration for the purposes herein stated.

“River District Parcel Development Guidelines” means the guidelines from time to time published by Declarant or any Declarant Affiliate, or, after the Class “B” Association Member Expiration Date, by the River District Architectural Review Board, and so identified as “River District Parcel Development Guidelines”, and which contain standards and requirements which must be complied with as a part of improvement of a Parcel within the Annexed Property, and in preparation of plans required to be submitted to the Master Architectural Review Board pursuant to this Master Declaration and to the River District Architectural Review Board pursuant to this Fifth Supplemental Declaration. For clarification, and avoidance of doubt, no River District Parcel Development Guidelines shall be promulgated which are in conflict within the Parcel Development Guidelines, as determined by the Master Architectural Review Board in its discretion. Upon request from an Owner, Declarant, within the term of the Class B Association membership, shall provide the Owner with an up to date version of the River District Parcel Development Guidelines pertaining to the Owner’s Parcel, and thereafter, the Association shall do the same.

“River District Plan of Development” means the various plans prepared by Declarant and/or its Declarant Affiliates and approved (to the extent necessary) by the Applicable Governmental Authorities that, when considered together, outline the scheme for developing the Annexed Property and the general uses of the land and Parcels comprising the Annexed Property, as such may be amended, supplemented, or modified by Declarant, and/or its Declarant Affiliates, from time to time in its absolute and sole discretion.

“Service Area-Wide Standard” means the level of maintenance, care and upkeep of a Parcel, and any improvements thereon, adjudged by the Association as being the required standard for its particular Service Area.

“Service Area Services” means services which are designated herein as to be provided by the Association to its Service Area.

“Voting Interest” means, with respect to each Association Member, the number of gross square feet of space located within the Parcel(s) owned by the Association Member within the Annexed Property for which a final certificate of occupancy has been issued, rounded to the nearest thousand square feet, as compared to the sum of all gross space then located within the Annexed Property for which final certificates of occupancy have been issued, rounded to the

nearest thousand square feet, excluding from each of the foregoing space within any structure located within the Annexed Property and owned by the Association or Master Association. In the calculation of the Voting Interest of all Association Members, the number of gross square feet of square feet within the Parcel(s) owned by the Association Member within the Annexed Property for which a final certificate of occupancy has been issued, rounded to the nearest thousand square feet, shall be the numerator, while the sum of all gross space then located within the Annexed Property for which final certificates of occupancy have been issued, rounded to the nearest thousand square feet, shall be the denominator. As provided by the foregoing, space located within any structure owned by the Association or Master Association shall be excluded from both the numerator and denominator in the foregoing calculation.

5. Riverwalk River District Association, Inc.

(a) Creation and Nature of Association. Declarant has incorporated, or caused to be incorporated, Riverwalk River District Association, Inc., a South Carolina non-profit corporation (the "Association"). Pursuant to the Original Declaration, Declarant hereby declares that the Association shall be a Corporate Member of the Master Association and shall be the Additional Association having jurisdiction over the Annexed Property, a Component Parcel within the Development Property as designated above. As such, and as provided by Section 12(A) of the Original Declaration, no Owner of a Parcel within the Annexed Property shall be a Member of the Master Association during the term of the jurisdiction of the Association over the Annexed Property, but rather the Association shall be the Corporate Member with respect to the Annexed Property. As provided by and pursuant to Section 19(A) of the Original Declaration, the Association, as an Additional Association, shall be charged with administering the covenants and restrictions applicable to the Annexed Property as set forth in this Fifth Supplemental Declaration.

(b) Mandatory Membership in Association. When used in this Fifth Supplemental Declaration, the term "Association Member" means each member of the Association. Declarant is an Association Member, and each Declarant Affiliate is an Association Member. Each successor Owner to Declarant or any Declarant Affiliate of a Parcel within the Annexed Property shall also be an Association Member automatically and shall enjoy the privileges and be bound by the obligations contained in this Fifth Supplemental Declaration with respect to the Association and the articles of incorporation of the Association ("Association Articles") and by-laws of the Association ("Association By-Laws") and shall remain an Association Member until such time as such ownership of its applicable real estate ceases for any reason, at which time such Association Member's interests in the Association shall automatically pass to its successor in title. In the event that a horizontal property regime is created within or upon any parcel of land which is a Parcel within the Annexed Property under the foregoing definition, then the individual apartment or dwelling units which are formed by the formation of such a horizontal property regime shall not, in any event, constitute Parcels under the foregoing definition and under this Fifth Supplemental Declaration, rather, however, the parcel of land upon which such horizontal property regime was formed, and which constitutes a common element thereunder, shall constitute a Parcel for purposes of this Fifth Supplemental Declaration, and the association of unit owners charged by the South Carolina Horizontal Property Act with administration of the

horizontal property regime shall constitute the Association Member and Owner of such Parcel for purposes of this Fifth Supplemental Declaration.

(c) Voting. The Association shall have two (2) classes of Association Members, Class A and Class B. The rights of the Class A and Class B Association Members with respect to voting matters shall be as follows:

(i) Class A. Class A Association Members shall be all Owners of Parcels within the Annexed Property (including Declarant as to any Parcels it owns). The number of votes to which each Class A Association Member is entitled shall be in proportion and equal to such Association Member's Voting Interest. Notwithstanding the foregoing, however, Class A Association Members shall be non-voting (except for Declarant, in its capacity as the Class B Association Member) and shall be subject to the voting control of the Class B Association Member for such period of time as Declarant either: (a) elects to appoint a majority of the members of the Association Board (being defined as the board of directors of the Association), or (b) elects to act in lieu of the Association Board, subject in the case of both (a) and (b), however, to the limitations imposed by subsection (ii) hereof. The vote for a Parcel shall be disregarded if more than one Person involved in ownership of the Parcel seeks to exercise the right to vote with respect to the Parcel.

(ii) Class B. Declarant is the Class B Association Member. The Class B Association Member shall be entitled to appoint all of the members of the Association Board and shall be entitled to one hundred percent (100.0%) of the votes of the Class A Association Members as to Association matters and matters with respect to the Annexed Property and this Fifth Supplemental Declaration until the earliest of: (i) thirty (30) days following the date upon which ninety percent (90.0%) of the total acreage within the Annexed Property has been sold or conveyed to Persons other than Declarant (or an entity either owned by Declarant, affiliated with Declarant, or one in which at least twenty percent (20.0%) of the ownership is held or controlled by Persons having an ownership interest in Declarant, and which entity is holding title primarily for the purpose of Development or sale following Development, any of which being a "Declarant Affiliate"), (ii) the date upon which Declarant determines, in its sole discretion, to terminate its rights as herein provided, which termination shall become effective upon recordation of an instrument executed by Declarant which so specifies in the York County real property records, OR (iii) December 31, 2035 (the earliest of such dates being herein referred to as the "Class B Association Member Expiration Date"). Upon the Class B Association Member Expiration Date, Declarant shall cease to be the Class B Association Member, but shall be a Class A Association Member with respect to all Parcels owned by it within the Annexed Property.

(iii) Control for Decision Making Purposes. Except where a different percentage may be specified in this Fifth Supplemental Declaration, the Association Articles, or the Association By-Laws, as to any vote requiring the approval of the Association Members, a majority of the Voting Interests of the Association Members shall control for decision making purposes.

(d) General Powers of Association. The Association shall have the powers set forth and conferred upon it by this Fifth Supplemental Declaration, the Association By-Laws, and in



the Association Articles, together with all other powers that belong to it of right or necessity by law.

(e) Personal Property and Real Property for Common Use. The Association, acting through the Association Board, may acquire and hold tangible and intangible personal property and real property and may dispose of the same (except for the Limited Common Properties, which may be disposed of by the Association only as provided by this Fifth Supplemental Declaration or otherwise with the written consent of Declarant) by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring and selling the same, shall be held by and for the benefit of the Association. The share of an Owner in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of ownership of a Parcel also transfers the interests in the Association (if any) that are appurtenant to the Parcel as provided for by this Fifth Supplemental Declaration.

(f) Rules and Regulations. The Association through its Association Board may make and enforce reasonable rules and regulations (together with enforcement mechanisms for violations thereof) with respect to the activities of the River District Architectural Review Board, the use and enjoyment of any of the Limited Common Properties, or of any easements maintained by the Association for the Private Streets, sidewalks and pathways, which rules and regulations shall not contravene the rights and duties established by this Fifth Supplemental Declaration (the "River District Regulations"). No River District Regulations adopted by the Association on or prior to the recordation hereof shall be construed or deemed as unreasonable, and the enforcement thereof shall in no event be deemed as unreasonable.

(g) Primary Responsibilities. The Association, subject to collection of required Association Assessments, shall exercise reasonable efforts to maintain and keep in good repair and operation the following properties or areas and/or provide the following services, as the case may be (the "Primary Responsibilities"):

(i) The Limited Drainage System (including, without limitation, any legal drain included as a part thereof), Limited Detention Ponds and the Limited Watercourse to the extent such maintenance is not provided by the Applicable Governmental Authorities;

(ii) The Limited Landscape and Sign Easements, including any landscaping or structures therein, unless otherwise provided by this Fifth Supplemental Declaration;

(iii) The Private Streets and Private Street Easements, if any, for Private Streets and Private Street Easements located solely within the Annexed Property, to the extent that the Master Association elects not to maintain the same and for the Association to maintain the same (and the Master Association is hereby empowered to so elect);

(iv) Snow and debris removal from the Private Streets located solely within the Annexed Property, and, if approved (and contracted for) by the Association Board, from the

Public Streets located solely within the Annexed Property to the extent the same is not otherwise adequately provided by the Applicable Governmental Authorities and/or the Master Association;

(v) To provide any and all Service Area Services required hereby; and,

(vi) Any other Limited Common Properties (including, without limitation, those conveyed to the Association from time to time by Declarant or any Declarant Affiliate, or designated by Declarant or any Declarant Affiliate as to be operated by the Association).

The primary responsibilities herein specified shall not be changed or eliminated, in whole or in part, without: (i) the approval of eighty-five percent (85.0%) of the Voting Interests of the Class A Association Members, and, prior to the Class B Association Member Expiration Date, the approval of the Class B Association Member, and, (ii) the making of adequate provisions for the replacement of such service or maintenance on behalf of the Association Members and Association and in a manner consistent with the Development Property Wide Standard.

(h) Optional Responsibilities. In addition to the Primary Responsibilities, the Association may, but is not obligated to, provide additional services and assume additional responsibilities as the Association Members may approve and direct and which reasonably accrue (although not necessarily on the same basis or to the same degree) to the benefit of all Parcels within the Annexed Property without discrimination, including, but not limited to, snow removal and maintenance of the individual Parcels, and security services within the Annexed Property, but not within any buildings or structures located thereon. Assumption of such additional responsibilities shall be considered upon recommendation of the Association Board by the Association Members and shall require the approval of seventy-five percent (75.0%) of the Voting Interests of the Class A Association Members, and, prior to the Class B Association Member Expiration Date, the approval of the Class B Association Member in order for the costs thereof to be deemed Limited Common Expenses. Notwithstanding the foregoing, however, the Association shall not undertake any such additional responsibilities to the extent the same have already been undertaken or are being undertaken by the Master Association.

(i) Reserve for Replacements. The Association Board may establish and maintain Association Reserves for Replacements. If established, an Association Reserve for Replacements shall be created by the allocation and payment to a reserve fund of an amount estimated annually (or on some other periodic basis) by the Association Board to defray, in whole or in part, the costs of periodic anticipated major repairs, renewals and replacements required to maintain the Limited Common Properties in good repair as well as any other personal property or improvements to real property for which the Association has assumed maintenance responsibilities other than the Private Streets, including, but not limited to, the Limited Drainage System to the extent not maintained by the Applicable Governmental Authorities, the Limited Landscape and Sign Easements, and the like. A separate Association Reserve for Replacements may be created by the Association Board for and with respect to each Private Street located solely within the Annexed Property. The amount allocated by the Association Board within any year to Association Reserves for Replacements shall not exceed twenty percent (20.0%) of the General Association Assessments for that year unless approved by the Class B Association

Member, or, after the Class B Association Member Expiration Date, the Association Members holding seventy-five percent (75.0%) of the Voting Interests in the Association.

(j) Termination of Class B Association Member. Upon termination of the Class B Association Member in the manner otherwise provided for herein, the consent, approval or vote of the Class B Association Member (except as a part of approval by the Class A Association Members as to Parcels owned by Declarant) shall no longer be required, but no such termination shall affect any of the other rights or powers of Declarant otherwise set forth in this Fifth Supplemental Declaration. Following the Class B Association Member Expiration Date, the Class A Association Members may not amend this Fifth Supplemental Declaration, the By-Laws, or the Articles in a manner determined by Declarant to adversely affect its interests (or that of any of Declarant Affiliate) without the written consent of Declarant.

(k) By-Laws. The By-Laws of the Association, as adopted by the Association Board, are attached hereto and incorporated herein by this reference as Exhibit D.

6. Association Assessments.

(a) Creation and Types. Declarant hereby covenants, and each Owner of any part of the Annexed Property by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association two (2) types of Association Assessments: (i) general Association assessments (“General Association Assessments”), and (ii) special Association assessments (“Special Association Assessments”) (together with further Initial Association Capital Contributions as more particularly provided for below, all, collectively, being “Association Assessments”), as follows:

(i) General Association Assessments. General Association Assessments levied by the Association shall be used exclusively for performance of the duties and responsibilities established by this Fifth Supplemental Declaration (including those which may be undertaken and assumed pursuant to the terms hereof), for the improvement, maintenance and operation of the Limited Common Properties, and to discharge the maintenance and other obligations assumed by the Association respecting the Limited Drainage System and with respect to those easement areas within the Annexed Property as to which the Association may have maintenance responsibilities and identified herein, excepting and excluding the Private Streets. A portion of the General Association Assessments may also be used to establish and fund an Association Reserve for Replacements (including with respect to some or all Private Streets pursuant to Section 4(h) above); provided, however, in no event shall the component of the General Association Assessments established for the Association Reserve for Replacements exceed an amount equal to ten percent (10.0%) of the other components of the General Association Assessments.

(ii) Special Association Assessments. Special Association Assessments authorized herein are for the purpose of defraying, in whole or in part, the cost of any major reconstruction, repair or replacement of a part of the Limited Common Properties or within any easement areas for which the Association has maintenance responsibilities hereunder, including, but not limited to, Limited Landscape and Sign Easements, Private Streets located solely within

the Annexed Property (but only computed and assessed as permitted by Section 6(b)(ii) hereof) and the Limited Drainage System to the extent not maintained by the Applicable Governmental Authorities. The levy of a Special Association Assessment, computed and assessed as provided by Section 6(b)(ii) hereof, shall also be permitted to cover annual anticipated maintenance of a Private Street or Private Streets to the extent located solely within the Annexed Property. The levy of a Special Association Assessment shall further be permitted: (a) to cover any extraordinary or unexpected expense of any kind for which an Association Reserve for Replacements and/or General Association Assessments are or were inadequate, (b) to cover any budget shortfall, and (c) against less than all Association Members for those purposes otherwise identified in the Computation of Association Assessments section, in Section 6(b)(ii)(2) below.

(b) Computation of Assessments.

(i) General Association Assessments. By vote of a majority of its members, the Association Board shall, at least sixty (60) days before the beginning of each fiscal year, prepare and adopt a budget covering the estimated Limited Common Expenses of the Association for and during the coming year. Once adopted, the Association Board shall fix the General Association Assessments per Parcel based upon the Voting Interest of each Association Member so that the total aggregate General Association Assessments when collected will produce enough income to meet budgeted Limited Common Expenses. Once the budget and amount of the General Association Assessment to be levied against each Association Member for the following year has been determined, a copy of the budget and the amount of the applicable General Association Assessment shall be provided to each Association Member no later than thirty (30) days prior to the beginning of the fiscal year for which it applies.

(ii) Special Association Assessments.

(1) All Association Members. The Association may levy Special Association Assessments in proportion to the Voting Interest of each Association Member for those purposes set forth herein, provided the decision to levy any such Special Association Assessment receives the affirmative vote of at least a majority of the Voting Interests of each class of the Association Members. Special Association Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Association Board, and may be permitted to be paid in installments.

(2) Less than All Association Members. The Association, acting through the Association Board (and without the need for an affirmative vote of at least a majority of the Voting Interests of the Association Members), shall have the right to levy Special Association Assessments against any Association Member individually or any group of Association Members and their respective Parcels and/or real estate within the Annexed Property to reimburse the Association for costs and expenses incurred to remedy a failure on the part of an Owner (or his Parcel) and/or real estate to comply with the Restrictions imposed by this Fifth Supplemental Declaration (including as provided for elsewhere herein), amendments hereto, or by the Association Articles or Association By-Laws, or by the River District Parcel Development Guidelines or any rules and regulations from time to time promulgated and published by the Association Board or the River District Architectural Review Board. The Association, acting

through the Association Board (and without the need for an affirmative vote of at least a majority of the Voting Interests of the Association Members), shall also have the right to levy Special Association Assessments to cover snow removal and general and extraordinary maintenance, repair, restoration or reconstruction of the Private Streets located solely within the Annexed Property. Special Association Assessments as to each such Private Street shall be levied only against those Parcels (and the Owners thereof) which have both frontage upon and driveway access thereto, and which are otherwise computed on a parcel basis as in the case of General Association Assessments. With respect to each such Private Street, a budget shall be prepared and adopted by a vote of a majority of the members of the Association Board, at least sixty (60) days before the beginning of each fiscal year to cover estimated maintenance costs. Once adopted, the Association Board shall fix the Special Association Assessment per acre based upon the Voting Interest of the affected Owner so that the total aggregate Private Street Special Association Assessment will produce enough income to cover the budgeted expenses.

(3) Initial Association Capital Contributions. All Owners shall pay to the Association as a part of and from the proceeds of the closing upon the Owner's Parcel within the Annexed Property at the time of acquisition and to the Association an initial capital contribution in the amount of \$1,000.00 (collectively, the "Initial Association Capital Contributions"). The Initial Association Capital Contributions shall be used by the Association for the same uses and purposes as for which General Association Assessments may be used. In the event that an Owner required to make and pay an Initial Association Capital Contribution fails to pay the same as required hereby, then the Association shall have each of the rights and remedies as with respect to the failure by an Owner to pay any Association Assessment (including, without limitation, to file a Notice of Lien with respect to the Owner's Parcel or Parcels).

(c) Date of Commencement of General Association Assessments. The obligation to pay Association Assessments shall commence as to each Parcel (except as otherwise provided in Section 6(e) below) on the day after (a) such Parcel is conveyed to a Person other than Declarant or a Declarant Affiliate, and (b) after a certificate of occupancy has been issued with respect to improvements constructed on such Parcel, and shall thereafter be due and payable in such manner and on such schedule as the Association Board may from time to time require. The initial General Association Assessment payable shall be adjusted according to the number of months remaining in the current fiscal year of the Association and number of days remaining in the month in which the Parcel and/or real estate first became subject to assessment.

(d) Effect of Non-payment of Association Assessments: Remedies of Association. Any Association Assessment not paid within ten (10) days after the due date shall bear interest from the due date at a percentage rate no greater than the current statutory, maximum interest rate (if any usury statute then exists in South Carolina), the applicable rate to be set by the Association Board for each fiscal year. In addition, the Association may charge a late fee on any unpaid and overdue Association Assessment of Twenty and No/100 Dollars (\$20.00) per month. The Association shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Association Assessment, plus interest and late fees which have been assessed thereon and any expenses or costs (including, but not limited to attorneys' fees and court costs) incurred by the Association in collection, all without relief from valuation

and appraisal laws, if any. If the Association has provided for collection of any Association Assessment in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said Association Assessment to be due and payable in full. No Association Member may waive or otherwise escape liability for the Association Assessments provided for herein by non-use of the Limited Common Properties or abandonment of his Parcel, nor shall any diminution or abatement of Association Assessments be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed pursuant to this Fifth Supplemental Declaration, or for any inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, order or directive of any Applicable Governmental Authority. The obligation to pay Association Assessments represents a separate and independent covenant on the part of each Owner of a Parcel within the Annexed Property. In the event of non-payment, the voting rights (if any) applicable to the Parcel in question shall be suspended until the payment of delinquent Association Assessments (together with interest and costs, if any) is brought current. In the event of non-payment of Association Assessments of an Association Member as required by this Fifth Supplemental Declaration, the Association shall also have the right to record a Notice of Lien on any Parcel subject thereto in the York County real property records, upon the filing of which there shall exist a perfected lien for unpaid Association Assessments which shall be prior and superior to all other liens, EXCEPT, the lien of any recorded first mortgage (meaning for purposes hereof a first mortgage made in good faith and for value and having first priority over other mortgages), any prior Notice of Lien recorded by the Master Association, and to any valid tax or special assessment lien on the Parcel in favor of any Applicable Governmental Authority. Sale or transfer of a Parcel shall not affect any recorded assessment lien. The Association shall have the right to enforce any such assessment lien by suit, judgment and foreclosure, and shall have the power, acting on behalf of the Owner, to bid for the Parcel at foreclosure sale and to acquire and hold, lease, mortgage or resell the same. The lien shall ensure any unpaid Association Assessment(s) and any interests, late charges, and other sums owing to the Association. During any period of ownership of a Parcel by the Association following foreclosure, no right to vote shall be exercised on its behalf and no Association Assessment shall be levied against it, any Association Assessments that would have been otherwise collectible being prorated between the other Association Members.

(e) Reserved.

(f) Certificates. The Association shall, upon demand by an Owner, within ten (10) business (Monday through Friday, excluding national holidays) days, furnish a certificate in writing, signed by an officer of the Association (one who is not the Owner of or associated in any way with the Owner of the Parcel with respect to which such certificate is requested) that the Association Assessments on the Parcel for which information is requested have been paid or that certain Association Assessments remain unpaid, as the case may be, and stating the amount unpaid. Any Person purchasing or proposing to purchase the Parcel or proposing to finance or refinance a mortgage thereon and acting in good faith shall have the right to rely upon such certificate without further investigation or inquiry. The Association shall have the right to

charge a reasonable fee, not to exceed One Hundred Fifty and No/100 Dollars (\$150.00), to defray costs incurred in furnishing any requested certificate.

(g) Annual Statement. Not later than one hundred and twenty (120) days after the end of each calendar year, the Association shall deliver to each Association Member a statement showing the Association Assessments collected for the prior year, the actual Limited Common Expenses and other costs and expenses incurred by the Association for the prior year, the Voting Interests pertaining to the Association Assessments, and the amount then due by the Association Member to the Association, or then due by the Association to the Association Member on account of the difference between such Association Member's share of such actual costs and expenses and the Association Assessments paid by such Association Member. If such statement shows amounts due to the Association, payment shall be made to the Association of the amount due within twenty (20) days after delivery of such statement to such Association Member. If such statement shows amounts due to such Association Member from the Association, the same shall be credited against the Association Assessments next payable by such Association Member.

(h) Audits. The books and records relating to the costs and expenses incurred by the Association, and the Association Assessments and the allocation thereof among the Association Members for any calendar year, may be audited by an authorized representative of any Association Member paying Association Assessments for that year, at such party's expense, upon reasonable prior notice, at any time during normal business hours and where maintained by the Association, within two (2) years after the receipt by such Owner of the annual statement delivered to such Owner under Section 6(g) above.

7. Designation of Service Area and Service Area Services. All Parcels located within the Annexed Property are hereby designated as a separate service area located within the Property (a "Service Area"), which Service Area is also known and referred to as the "River District." The following services shall be provided by the Association to the River District as Service Area Services, and the costs thereof shall be Limited Common Expenses for the River District Service Area:

(a) maintenance, including mowing, fertilizing, pruning, and replacing, and controlling insects and diseases on, as needed, all lawns and landscaping installed by Declarant, any Declarant Affiliate, or the Association from time to time within the Limited Common Property;

(b) maintenance, repair, and replacement, as necessary, of courtyards, gazebos, lighting, sidewalks (subject to the obligations of Owners set forth below), curbing, guttering, seating, shared signage, or other structures or improvements placed or erected by Declarant, any Declarant Affiliate, or the Association within or upon the Limited Common Property;

(c) maintenance, repair, and replacement, as necessary, of any dumpster or trash receptacle sites located or constructed by Declarant, any Declarant Affiliate, or the Association within or upon the Limited Common Property, together with the provision of commercial trash removal service therefrom in such frequency as is reasonably required to render and keep any shared dumpsters or receptacles placed therein by Declarant, any Declarant Affiliate, or the

Association, in a serviceable and usable condition by the Owners of Parcels within the Service Area;

(d) operation, maintenance, repair, and replacement, as necessary, of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines, and time clocks designed for irrigation, wherever located) located within or upon the Limited Common Property; and,

(e) maintenance, repair, and replacement, as necessary, including, without limitation, re-stripping, removing trash and debris, and removing snow and ice, of any and all parking fields or lots which are located within the Limited Common Property, together with any private drives or drive aisles located within or upon the Limited Common Property (other than Private Streets, as are provided for elsewhere herein).

8. Maintenance by Owners. Except as otherwise specifically provided for by this Fifth Supplemental Declaration, each Owner of a Parcel within the Service Area shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the Owner's Parcel and each and every component and part thereof in accordance with the Service Area-Wide Standard. If, in the judgment of the Association Board, an Owner fails to maintain those portions of the Owner's Parcel which the Owner is responsible for maintaining hereunder in good condition and repair, or fails to keep the appearance of the same of a quality similar to that of other Parcels, buildings, and improvements, in the Service Area and in accordance with the Service Area-Wide Standard, then the Association Board may, in its discretion, take the following action:

(a) Advise the Owner in writing of the work which must be done and allow the Owner twenty (20) days (or less in case of an emergency) to cause the work to be done, or, if the work is of such a nature that it cannot be reasonably completed within twenty (20) days, then provided that the work is commenced by the Owner within twenty (20) days from the date of notice and is diligently and continuously prosecuted to completion, then the Owner shall have such greater period as is reasonable under the circumstances to complete such work; and,

(b) If the work is not done to the satisfaction of the Association Board (or its designee), in its sole judgment, but reasonable, and discretion prior to the expiration of the cure period provided for in Section 8(a) above, then the Association Board may file suit for damages and/or injunctive relief, levy appropriate fines which may be enforced in like manner as Association Assessments, and/or cause such work to be done and the cost thereof treated and charged as an Special Association Assessment payable by the Owner to the Association upon demand.

9. River District Architectural Review Board, Controls and Standards, Approvals Required and Procedures.

(a) Type, Size, Nature, Quality and Character of Improvements and Parcel Development Permitted. No Parcel within the Annexed Property shall be developed or



improvements constructed, altered, placed or permitted to remain on any such Parcel of any nature, kind or character, temporary or permanent, without the Owner having first submitted plans, specifications and other materials as required by Section 9(f) below and which meet in all respect the standards and requirements imposed by the River District Parcel Development Guidelines then in effect (collectively, "Plans"). It shall be the duty of each Owner prior to any Parcel development or the preparation of any Plans in connection therewith to first obtain a copy of the current River District Parcel Development Guidelines pertaining to the Parcel from the River District Architectural Review Board, and to require its architects, engineers, contractors and others involved in Parcel development on its behalf to comply in all respects with the standards and requirements imposed thereby. Notwithstanding anything within this Section 9 to the contrary, improvements or alterations to or remodeling of the interior of a building shall not be subject to the submittal requirements of this Section 9 and shall not require the approval of the River District Architectural Review Board.

(b) Permitted Business Uses. Except as expressly limited hereinafter, Parcels within the Annexed Property shall be developed, sold, and occupied for the uses enumerated in Sections 12 and 21 below.

(c) Approval Required. No Parcel within the Annexed Property shall be improved or developed without the Owner thereof having first made required submittals to, and having obtained the approval of, the River District Architectural Review Board in the manner required by this Fifth Supplemental Declaration.

(d) Purpose. The purpose for which Plans are required to be submitted to and approvals are required to be obtained from the River District Architectural Review Board is:

(i) to foster continuity, congruity, and consistency in appearance, architecture, design, building location, driveway placement, parking lot layout, overall construction standards (recognizing the varying types of uses allowed within the Annexed Property) and general quality of construction (but not the individual elements of construction), to enforce the Service Area- Wide Standard as may be adopted by the Association Board and the River District Architectural Review Board from time to time, and to promote harmony as to such matters in various portions of the Annexed Property as a whole;

(ii) to enforce necessary guidelines, including River District Parcel Development Guidelines, for minimum required standards;

(iii) to ensure landscaping consistent with the quality of improvements in the Annexed Property, the character of the uses therein, and existing topography within the Annexed Property; and,

(iv) to promote and endeavor to protect the value of the Annexed Property and the Parcels developed therein and the improvements located thereon.

This Section and its subparts, or any of the duties and obligations imposed hereby, shall not apply to Declarant or any Declarant Affiliate with respect to the River District General Plan

of Development or any site work, excavations, utilities, sewers, the Limited Drainage System, or other improvements or work as elements thereof. The provisions of this Section shall also be inapplicable to any construction, improvements or modifications to the Annexed Property by or on behalf of the Association or Master Association. This Section and its subparts may not be amended or changed without Declarant's written consent so long as Declarant or any Declarant Affiliate owns any undeveloped land subject to this Fifth Supplemental Declaration and available for Development.

(e) Composition of River District Architectural Review Board. With respect to the review and approval of Plans for development of a Parcel or Parcels, or other real property, within the Annexed Property and for all other purposes herein, the River District Architectural Review Board shall consist of five (5) members selected by Declarant (and by the Association Board after the Class B Association Member Expiration Date). For clarification, and avoidance of doubt, the members of the River District Architectural Review Board need not be Association Members. The following criteria shall apply to all River District Architectural Review Board proceedings:

(i) Each member shall serve for a minimum term of twenty-four (24) calendar months or until removed as herein provided.

(ii) A member may be removed with or without cause, in which event the vacancy resulting from removal shall be filled as soon as practical in the same way as new members may be appointed. Removal shall only be permitted by majority vote of the five (5) member River District Architectural Review Board.

(iii) A Chairman shall be selected to preside at the meetings, which shall only be held on an as-needed basis as called by the Chairman.

(iv) Three (3) members shall constitute a quorum for all purposes hereunder.

(v) The affirmative vote of a majority shall be required to approve Plans otherwise submitted for review and approval hereunder.

(vi) The fees charged by the architect or engineer who is a member of the River District Architectural Review Board (if at all), or for any consultant retained by the River District Architectural Review Board, for time spent in reviewing Plans hereunder shall be paid by the party seeking approval of the Plans.

(vii) The River District Architectural Review Board shall have exclusive jurisdiction to review Plans and issue approvals which are required by this Fifth Supplemental Declaration.

(viii) The River District Architectural Review Board may promulgate and publish rules and regulations governing the practices and procedures required to be followed in order to obtain approvals required hereunder.

(ix) In the exercise of its discretion hereunder, the River District Architectural Review Board shall require any Plans submitted hereunder to be in substantial compliance with minimum standards from time to time published by the River District Architectural Review Board.

(x) In the event Plans are disapproved, the River District Architectural Review Board shall furnish the applicant with specific reasons for such disapproval and, at its option, may suggest modifications in such Plans which would render the Plans acceptable to the River District Architectural Review Board if re-submitted.

(xi) Members of the River District Architectural Review Board shall have the right to freely exercise discretion in the performance of their duties consistent herewith. In any judicial proceeding challenging a determination by the River District Architectural Review Board, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the River District Architectural Review Board, could only conclude that such determination constituted a clear abuse of discretion. An abuse of discretion shall be presumed in the event that the River District Architectural Review Board requires modifications or additions to the Plans which are disallowed by the Original Declaration or the Master Architectural Review Board.

(xii) The River District Architectural Review Board shall upon request review preliminary development plans for a Parcel within the Annexed Property and provide guidance and input in order to minimize the costs associated with developing final Plans and specifications and in obtaining required approvals.

(xiii) The River District Architectural Review Board may, within its sole discretion, charge a reasonable review fee with respect to the review of Plans and specifications or other submittals required to be made hereunder.

(xiv) Approvals issued by the River District Architectural Review Board shall not be construed or interpreted as representing or implying that any of the Plans, specifications, or standards will, if followed, result in properly designed or constructed improvements, improvements which are in compliance with the requirements of any of the Applicable Governmental Authorities, the Master Association, the Master Architectural Review Board, or any standard or requirement not contained within this Fifth Supplemental Declaration, and the River District Architectural Review Board (and its members) shall not be held responsible in any manner whatsoever or liable in any respect for any defects in any Plans or specifications submitted, revised or approved pursuant hereto, nor for any loss or damage to any Person claimed to arise out of or in connection with any such approval or disapproval, nor for any loss or damage resulting from construction of any improvement (even if consistent with such approval) which is otherwise in violation of any government ordinance, regulation, land use restriction, applicable zoning, or other restriction, regulation, covenant, or requirement, nor shall there be any liability or responsibility for any defects in construction undertaken pursuant to such Plans and specifications.

(xv) In exercising its approval rights, the members of the River District Architectural Review Board shall take into consideration Declarant's intent to develop the Development Property as a first class, mixed use project.

(f) Submission of Plans and Other Materials Required. Before consideration will be given to any request for approval hereunder, FOUR (4) COPIES of the following must be submitted to the River District Architectural Review Board: (i) complete plans and specifications and an accurate and complete site plan, drawn to reasonable scale and prepared by a licensed architect or engineer, prepared in full compliance with any standards, procedures or guidelines then in effect and promulgated and published by the River District Architectural Review Board, (ii) an application for approval ("Application") in the prescribed form, (iii) a check covering the full amount of any applicable review fee (being in the amount of \$1,000.00 as of the date hereof) imposed by the River District Architectural Review Board, and (iv) any other data, samples or other information which may be required by the then applicable River District Parcel Development Guidelines pertaining to the Parcel or real property for which the Application is submitted or by the written request of the River District Architectural Review Board. **The forty-five (45) day time period hereinafter prescribed for the River District Architectural Review Board to review plans and specifications shall not commence to run until a complete submittal has been received and receipt thereof has been acknowledged in writing by the River District Architectural Review Board.** No grading, site work, staking, construction, alteration, repainting, re-staking or other exterior changes, nor any site work, including any sidewalks, driveways, parking lots, decks, awnings, walls, fences, exterior lights, loading docks, trash dumpsters, trash removal areas, signs (including, but not limited to, building signs), garages or other outbuildings, nor any other exterior additions, changes or alterations shall be made until complete plans and other materials with respect thereto, complete as herein provided, have been received by, and written approvals obtained from, the River District Architectural Review Board.

(g) Form of Decision. Upon proper and complete submittal acknowledged in writing as provided in subpart (C) hereof, one (1) copy of the plans, specifications and other related data so received shall be retained in the records of the River District Architectural Review Board and the other copy shall be returned to the Owner marked "Approved", "Approved as Noted", or "Disapproved". In the event that the River District Architectural Review Board fails to approve, modify or disapprove in writing, or to request additional information, within forty five (45) days following receipt (acknowledged in writing as provided in subpart (f) hereof) of required submittals, the plans and specifications shall be deemed approved, but only to the extent such plans or specifications do not violate express provisions of the applicable River District Parcel Development Guidelines, the Parcel Development Guidelines, the Master Declaration, this Fifth Supplemental Declaration, and/or applicable laws, ordinances, or rules and regulations of the Applicable Governmental Authorities.

(h) Further River District Architectural Review Board Approvals Required. In addition to those matters otherwise set out in this Section 9 or in other parts of this Fifth Supplemental Declaration that require River District Architectural Review Board approval before action can be taken thereon, the following additional matters shall also require prior written approval of the River District Architectural Review Board:

- (i) The location of any curb cut to a Public Street or a Private Street from a Parcel within the Annexed Property.
- (ii) Color, materials, and texture of exterior walls of any buildings constructed within the Annexed Property or any change thereof following initial construction.
- (iii) Signs affixed to any building or painted upon a building located on a Parcel within the Annexed Property or any changes to such signage.
- (iv) The screening and location of all loading docks and facilities.
- (v) The screening and location of all trash dumpsters and containers or trash pickup areas, in order to ensure proper concealment from the view of adjacent Parcels.
- (vi) The screening of rooftop equipment on any building located on a Parcel within the Annexed Property.
- (vii) The location and placement of all exterior antennas, aerials or satellite dishes, except for such as are covered by, and installed in strict compliance with, the requirements of the Telecommunications Act of 1996.
- (viii) All flagpoles or other types of exterior poles upon a Parcel within the Annexed Property.
- (ix) Any fences, walls or barriers of any kind on any Parcel within the Annexed Property.
- (x) Plans covering the landscaping upon a Parcel within the Annexed Property and any landscaping, grading, excavation or filling of any nature upon any such Parcel, whether in connection with its initial improvement or thereafter,
- (xi) Any alteration, modification, addition to or other changes to the exterior of any buildings or structure on a Parcel within the Annexed Property after initial required approvals have been obtained hereunder and occurring during construction or following completion or substantial completion.

Applicable regulations, standards and guidelines shall be satisfied by any Owner or other Person acting on its behalf seeking a decision from the River District Architectural Review Board respecting any of the foregoing matters. Applications shall be filed in the form prescribed, and submissions shall otherwise be made in writing to the River District Architectural Review Board as may be reasonably required. With respect to each such matter, the River District Architectural Review Board shall have forty-five (45) days following receipt (acknowledged in writing by the River District Architectural Review Board) of required submittals to deliberate and consider the matters presented. If a written decision is not rendered by the River District Architectural Review Board within forty-five (45) days after receipt (acknowledged in writing as aforesaid) of necessary and required fees, deposits, and submittals,

the request shall be deemed approved, but only to the extent such plans or specifications do not violate express provisions of the applicable River District Parcel Development Guidelines, the Parcel Development Guidelines, the Master Declaration, this Fifth Supplemental Declaration, and/or applicable laws, ordinances, or rules and regulations of the Applicable Governmental Authorities.

(i) No Waiver of Future Approvals. The Persons reviewing submittals and applications submitted hereunder may vary in accordance with the terms hereof, and opinions on aesthetic matters, as well as interpretation and application of the applicable River District Parcel Development Guidelines, may vary accordingly. It may not always be possible to identify objectionable matters until work is completed. As such, the reviewer of any submittals made hereunder shall have the right to refuse to approve similar proposals or submittals made thereafter. Approval of applications or Plans shall not constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

(j) Variances. The reviewer (as provided for by this Fifth Supplemental Declaration) of any Plans or submittals hereunder submitted for consideration and approval may authorize variances from compliance with any of the applicable River District Parcel Development Guidelines and any procedures when it determines that circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations justify a variance, but no variance shall (a) be effective unless in writing, (b) be expressly contrary to the Restrictions set forth in the Master Declaration and this Fifth Supplemental Declaration, or (c) prevent the reviewer from denying a variance in other circumstances. Any variance shall require Declarant's written consent during the term of the Class B Association membership, and, thereafter, the Association Board's written consent.

(k) Subdivision and Combination of Parcels. No Person other than Declarant or a Declarant Affiliate shall subdivide or change the boundary lines of any Parcel or combine Parcels within the Annexed Property without prior written notice to Declarant during the term of the Class B Association membership and to the Association Board thereafter. Any subdivision shall be effective only upon recording of a plat reflecting the subdivision or new boundaries of the affected Parcel(s).

(l) Other Approvals. The Plan approvals required by this Fifth Supplemental Declaration shall be in addition to the other approvals required by the Master Declaration and applicable law.

(m) Fines for Failure to Comply. In the event that any Owner or Person acting for an Owner fails to comply with the requirements of this Section 9 or the River District Parcel Development Guidelines, then the Association, in addition to exercising such other remedies as are available to it hereunder for non-compliance with the terms of this Fifth Supplemental Declaration, may, at its option, and following any notice and hearing required to be held under this Fifth Supplemental Declaration, fine the Owner who is in violation, or whose Parcel is in violation, up to the sum of One Hundred and No/100 Dollars (\$100.00) per day until the violation has been cured and remedied.

10. Alterations, Additions or Improvements to Improvements and/or Parcels. No additions, alterations, or improvements (including, without limitation, changes in the exterior color or façade of any building or other structure located upon a Parcel within the Annexed Property or construction or installation of any structure, improvement, outbuilding, fence, awning, or antenna, or installation, removal, or modification of any vegetation or landscaping therein or thereon) shall be made to any Parcel within the River District Service Area which is visible from the exterior of a building unless and until (i) it is in compliance with the terms of this Fifth Supplemental Declaration and the rules and regulations for the Service Area which have been enacted by the Association Board, (ii) it is approved in advance in accordance with Section 14 of the Original Declaration, and (iii) it is approved in advance in accordance with Section 9 of this Fifth Supplemental Declaration. Approval under the above Section 9 of any proposed action, addition, alteration, or improvement may be conditioned upon the submitting Owner's agreement (i) to be solely responsible for the maintenance of the addition, alteration, or improvement in accordance with such standards as the River District Architectural Review Board may choose from time to time to impose, or (ii) if the addition, alteration, or improvement is to be maintained by the Association, to pay to the Association as a Special Association Assessment the cost of maintenance to the Association resulting from the addition, alteration, or improvement. If an action is taken or an addition, alteration, or improvement which requires advanced approval is made to a Parcel within the Service Area without the required advanced approvals first being obtained, then the Association may (in addition to such actions as may be undertaken by the Master Association under the Original Declaration), acting by and through the Association Board and at the Association Board's discretion, take any or all of the following actions:

(a) require the Owner to remove the addition, alteration, or improvement and restore the Parcel to the condition the same was in prior to the addition, alteration, or improvement, all at the Owner's sole expense;

(b) if the Owner refuses or fails to properly perform the work required under (a), the Association Board may cause such work to be done and may charge the Owner for the cost thereof as an Special Association Assessment as determined by the Association Board; or,

(c) ratify the action taken by the Owner, and the Association Board may (but shall not be required to) condition such ratification upon conditions or stipulations which the Board and/or River District Architectural Review Board under Section 9 hereof imposed or might have imposed as a precondition to approval under this Section (but no such ratification shall be binding upon the Master Association).

The River District Architectural Review Board and the Association Board are hereby specifically empowered to promulgate the River District Parcel Development Guidelines so that they are the same in design and in principle to the Parcel Development Guidelines but provide for the inclusion within the Service Area of the office, retail, restaurant, and residential apartment and condominium structures (together with the other structures allowed by this Fifth Supplemental Declaration) as are to be constructed in the Service Area. The River District

Architectural Review Board shall make the modified River District Parcel Development Guidelines available to any Owner requesting a copy of the same.

11. Parking.

(a) Parking Regulations. Declarant hereby reserves unto itself, during the term of the Class B Association membership, and to the Association Board, thereafter, the right to promulgate and enforce rules and regulations governing the use of such parking facilities, together with the right to impose and collect penalties and fines (as Special Association Assessments under Section 6 above) for the violation thereof.

No Owner, lessee or occupant of any Parcel within the Service Area shall permit or engage in any land use on its Parcel that would cause the number of parking spaces necessary to satisfy the minimum parking requirements for such land use under applicable zoning laws and ordinances to exceed the number of parking spaces (a) located on such Parcel, together with (b) such parking spaces as are located upon the Limited Common Property but which are deemed as available for use to the Parcel by the Applicable Governmental Authority.

(b) Acknowledgment Regarding Parking. Each Owner of a Parcel within the Annexed Property acknowledges, by acceptance of a deed or the recordation of any instrument granting such party ownership or administration of, over, or with respect to a Parcel within the Annexed Property, that, because there are certain public amenities which are located in the vicinity of the Service Area (including, without limitation, the public walking or hiking trail known as the "Riverwalk Trail" and a public kayak launch on the Catawba River), members of the general public may from time to time use or attempt to use the parking areas located within the Service Area. It is also acknowledged that neither the Master Association, the Association, nor Declarant shall have any obligation to police such parking. Notwithstanding the foregoing, the Association shall have the right, at its option and election, to enact and enforce the rules and regulations contemplated by Section 10(a) above.

12. Sidewalks.

(a) Notwithstanding anything elsewhere contained herein to the contrary, the Owner of a Parcel within the Development Property, and its lessees and occupants, shall have the obligation of ensuring that all sidewalks, if any, located on or immediately adjacent to its Parcel are maintained in a neat, clean and attractive manner, consistent with the Service Area-Wide Standard, including such portion thereof, if any, as may be located on Limited Common Property or within the right-of-way for any public street or road. Such maintenance shall include washing, sweeping, and picking up debris on the sidewalk, but shall not include repairs or replacement of the sidewalk.

(b) The Association shall have the right to regulate the use of sidewalks within the Service Area in the same manner as it may enact and enforce rules and regulations under Section 10(a) above. No tables, signage, merchandise, or other items or structures shall be placed on any sidewalk without the prior approval of the Association Board, if a temporary use, or the River



District Architectural Review Board, if a permanent or longer term (i.e. 72 hours or greater) modification or placement.

13. Covenants, Restrictions and Easements for the Service Area. The following covenants, restrictions and easements shall apply to all Parcels in the Service Area, and shall be in addition to the Restrictions on use set forth in the Original Declaration:

(a) A perpetual, non-exclusive easement is hereby granted to the Association, Declarant, all Declarant Affiliates, and all public and private utility companies, including, without limitation, telephone, cable, and providers of similar services, to install, repair, and maintain wires, pipes, lines and conduit under and through each Parcel in order to provide utility services and stormwater drainage to the improvements or building(s) upon the Parcel and to the Service Area generally.

(b) Subject to the authority of the Association Board to develop and adopt reasonable rules and regulations regarding permitted vehicles and parking, each Owner of a Parcel within the Service Area shall have a perpetual, non-exclusive easement for (i) vehicular and pedestrian access over and across all driveways and walkways within the Service Area which furnish access to the Owner's Parcel, and (ii) for the parking of non-commercial vehicles and commercial vehicles having two (2) axles or less upon all parking lots or fields which are located within or upon the Limited Common Property.

(c) In furtherance of the rights granted to the Association with respect to promulgating rules and regulations as provided for elsewhere herein, the Association Board may adopt rules and regulations applicable to the Service Area, and to the Parcels therein, which are in addition to or different from the rules and regulations adopted by it with respect to other portions of the Development.

(d) The Service Area is intended by Declarant to be a pedestrian friendly, mixed use area of the Development Property, with the feel of a neighborhood downtown or town center area. As such, Parcels within the Service Area may be used and developed as (i) residential apartments and condominiums, and (ii) retail, office, and restaurant uses (which, if all appropriate governmental licenses and approvals have been obtained, may serve alcohol for on-premises consumption provided that, except if approved as a bar or tavern by Declarant under Section 12(f) below, such sales do not exceed 50% of the restaurant's gross revenue); no other uses shall be allowed within the Service Area excepted as expressly provided for by this Fifth Supplemental Declaration. Notwithstanding the foregoing, (a) fast food restaurants (e.g. McDonald's, Wendy's, Bojangle's, Hardee's, Taco Bell, Kentucky Fried Chicken, and similar restaurants) shall not be allowed within the Service Area without the prior approval of Declarant, which approve Declarant may withhold or condition in its sole discretion, and (b) adult themed restaurants (e.g. Hooter's, Tilted Kilt, and similar restaurants) shall not be allowed within the Service Area.

(e) For purposes of clarification, and avoidance of doubt, and without in any way modifying or lessening the restrictions imposed by subsection (d) above, the following uses are expressly prohibited and disallowed within the Service Area. (i) any bowling alley; (ii) any

arcade; (iii) any tavern or bar, except where allowed pursuant to Section 12(f) below; (iv) any health club, spa or gymnasium, except of less than five thousand (5,000) square feet in size; (v) any gasoline service, sales, or dispensing station and/or gasoline convenience store; (vi) any second hand store; (vii) any mobile home park or trailer court (except that this provision shall not prohibit the temporary use of construction trailers); (viii) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters located in the rear of any building); (ix) any fire sale, bankruptcy sale (unless pursuant to a court order), (x) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pickup and delivery by the ultimate consumer); (xi) any automobile, truck, or R.V. sales, leasing, display or repair; (xii) any skating rink; (xiii) any motel, motor lodge, or motor court; (xiv) any veterinary hospital, animal raising facilities or pet shop (except where approved in advance by Declarant); (xv) any mortuary; (xvi) any pawn shop; (xvii) any bingo club; (xviii) any auction house; (xix) any laboratory or research facility; (xx) any flea market; (xxi) any scrap or junk yard; (xxii) any movie theater; (xxiii) any establishment selling or exhibiting pornographic materials; (xxiv) any place of religious worship; (xxv) any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; (xxvi) any "dollar store" or "big lots" discount store or other similar operation selling merchandise at less than full retail price; (xxvii) any tanning salon or tattoo parlor; or (xxviii) any use which is a public or private nuisance.

(f) With the prior written approval of Declarant, a tavern or bar may be constructed and operated upon any Parcel within the Service Area provided that all appropriate governmental licenses have been obtained and are in all times in force allowing the sale and on-premises consumption of alcohol therein. Declarant may withhold or condition any such approval in its sole discretion.

(g) There is hereby reserved to the Association, its successors, assigns, agents, and designees, and until Declarant and Each Declarant Affiliate, until the Class B Association Member Expiration Date, a perpetual, nonexclusive easement over all of the Limited Common Property within the Service Area, and over, under, and through such portion of adjacent Parcels lying within fifteen (15) feet of the common boundary between the Parcel and the Limited Common Property, for construction, installation, operation, maintenance, repair and replacement of parking facilities, curb and gutter, lighting, landscaping and related parking lot improvements to serve the Service Area. Such easement shall be deemed to constitute Limited Common Property for the benefit of the Parcels within the Service Area. In the event that the River District Architectural Review Board approves the construction of a building upon a Parcel such that a portion of the Building would be located within the fifteen (15) feet easement area described above, then in that case, with respect to that Parcel, and only for so long as the Building shall exist on the Parcel, the aforescribed easement shall be deemed as reduced in width so that no part of the Building is located within the area encumbered by the easement reserved herein.

(h) By way of supplement to the provisions of Section 14(B)(i) of the Original Declaration, no use shall be made of, and no activity shall occur upon, any Parcel of the Annexed Property which generates a level of noise that would constitute a nuisance or aggravation to any

other Parcel within the Annexed Property. The Association shall have the right, as a part of the River District Regulations, to enact reasonable rules and regulations governing the generation of noise within the Annexed Property.

14. Reservation by Declarant. So long as Declarant is the Class B Association Member, Declarant reserves the right to use, and for any Declarant Affiliate to use, the courtyards and similar elements of the Limited Common Property for the hosting of public or private events advertising or promoting (i) the River District, (ii) Riverwalk as a whole, or (iii) the development, sale, or use of all or any part of the Annexed Property, Development Property or Additional Property.

15. Amendments to Section 1 of Original Declaration.

(a) The definition of "Assessments" set forth in Section 1 of the Original Declaration is hereby deleted in its entirety and amended and restated to read as follows:

"Assessments" means all sums assessed against the Members of the Master Association as permitted, and in the manner required to be imposed by, this Master Declaration, any Supplement, or by the Articles or By-Laws. Notwithstanding anything to the contrary set forth elsewherein herein, and except to the extent provided by Section 13(E) hereof (as amended), neither Declarant, nor GRH 2011, LLC, GRH 2013, LLC, or any other Affiliate of Declarant, shall be obligated to pay (but they may, at their option, elect to pay) any Assessments upon the Class "B" Parcels. For purposes hereof, an "Affiliate" of Declarant is defined as any natural person or firm, corporation, partnership, limited liability company, association, trust, or other entity which, directly, or indirectly, controls, is controlled by, or is under common Control with Declarant. For purposes hereof, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or of the power to veto major decisions of an entity, whether through the ownership of voting securities, by contract, or otherwise.

(b) The definition of "Supplement(s)" as set forth in Section 1 of the Original Declaration is hereby amended and modified so that the following sentence is added to the end thereof: "Any such Supplement may supplement, create exceptions to, or otherwise modify the terms of this Master Declaration as applies to the portion of the Additional Property to be annexed thereby in order to reflect the different character and intended use of such property."

(c) The definition of "Parcel" as set forth in Section 1 of the Original Declaration is hereby amended and modified so that the following sentence is added to the end thereof: "In the event that a horizontal property regime is created within or upon any parcel of land which is a Parcel within the Development Property under the foregoing definition, then the individual apartment or dwelling units which are formed by the formation of such a horizontal property regime shall not, in any event, constitute Parcels under the foregoing definition and under this Master Declaration, rather, however, the parcel of land upon which such horizontal property regime was formed, and which constitutes a common element thereunder, shall constitute a Component Parcel under this Master Declaration, and the association of unit owners charged by the South Carolina Horizontal Property Act with administration of the horizontal property regime shall constitute a Corporate Member of the Master Association with respect to that Component Parcel."

The foregoing amendments shall be deemed as effective as of the date of the recordation of the Original Declaration.

16. Amendment to Section 13(E) of Original Declaration. Section 13(E) of the Original Declaration is hereby deleted in its entirety, and the following provision is inserted in its place for all purposes:

(E) Declarant Not Obligated for Assessments. Notwithstanding anything which may be construed to the contrary elsewhere herein, neither Declarant or any of its Affiliates shall have any responsibility to pay Assessments on any Parcel or any part of the Development Property owned by any of them or in which any of them have an interest until any of them commence structural improvements on such Parcel in accordance with plans approved by the Master Architectural Review Board. The commencement of Assessments with respect to a Parcel owned by Declarant or its Affiliates upon which structural improvements have been commenced shall not act to commence Assessments upon any other Parcel or interest in the Development Property held or owned by Declarant or any of its Affiliates. Except as otherwise expressly provided in this paragraph, no property in Riverwalk remaining unsold by Declarant or any of its Affiliates shall be subject to Assessments, and Declarant, or such of its Affiliates as own the same, shall maintain such property (excluding Limited Common Properties) at its or their cost or expense.

The foregoing amendment shall be deemed as effective as of the date of the recordation of the Original Declaration.

17. Effect of Recordation. Upon recordation of this Fifth Supplemental Declaration, the Original Declaration shall, subject to the terms hereof, apply to the Annexed Property in the same manner as if the Annexed Property had originally been subject to the Original Declaration and had originally constituted a portion of the Property; and therefore, subject to the terms set forth herein, the rights, privileges, duties, and liabilities of the parties which own any portion of the Annexed Property shall be the same as those involving all of the Property previously made subject to the Declaration, and the rights, obligations, privileges, duties and liabilities of the Owners, lessees and occupants of the Parcels in the Annexed Property shall be the same as though the Annexed Property had originally been subject to the Declaration, all except as expressly provided in this Fifth Supplemental Declaration.

18. Interpretation.

(a) All of the provisions of this Fifth Supplemental Declaration and the Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the property as set forth in the Background Statement to the Original Declaration, which is incorporated herein by this reference.

(b) Each of the provisions of this Fifth Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(c) Whenever the context may require, any pronouns used shall include the corresponding masculine, feminine or neuter forms, and the singular shall include the plural and vice versa.

(d) All captions and titles used in this Fifth Supplemental Declaration are intended solely for convenience of reference only and shall not affect the meaning or interpretation of any of the provisions hereof.

(e) This Fifth Supplemental Declaration shall be construed in accordance with and governed by the laws of the State of South Carolina.

(f) The above preamble and Background Statement are incorporated herein by this reference as fully as though re-set forth here verbatim.

(g) Except as herein specifically supplemented and/or amended, the provisions of the Declaration are ratified and confirmed and, as specifically supplemented and/or amended hereby, the Declaration shall continue in full force and effect in accordance with its terms.

19. Additional Property. Nothing contained herein shall be construed to limit the right of Declarant to add any other portion of the Additional Property to the Development Property by filing one or more additional Supplements. Except as expressly set forth in this Fifth Supplemental Declaration, all terms, covenants, conditions and restrictions contained in the Declaration shall remain unchanged and shall apply as fully to the Annexed Property as though they were set forth herein. No real property other than the Annexed Property is intended to be subjected hereto by way of the recordation hereof.

20. Amendment.

(a) Amendments by Declarant. Prior to the Class B Association Member Expiration Date, and notwithstanding any contrary provision within the Original Declaration, Declarant may unilaterally amend this Supplement for any purpose. Thereafter, Declarant may unilaterally amend this Supplement if such amendment is necessary to (a) bring any provision of this Supplement into compliance with any applicable governmental statute, rule, regulation, law, or judicial determination, (b) enable any reputable title insurer to issue title coverage on any Parcel, or (c) to satisfy the requirements of any local, state, or federal governmental entity or authority. However, any such amendment must not materially and adversely affect the title to any Parcel (or any legally separate unit or apartment within any Component Parcel) unless the Owner thereof shall consent in writing thereto.

In addition, so long as Declarant or any Declarant Affiliate should own any portion of the Additional Property for development or sale, it may unilaterally amend this Supplement to submit any portion of the Additional Property to the terms hereof, and, provided the amendment has no material adverse effect upon any substantive right of any Owner without such party's written consent, for any other purpose.

Notwithstanding this reserved right, a revision or amendment to a plat shall not require an amendment to this Supplement so long as no property is added or excluded from the Service Area by the revision or amendment thereto. Declarant reserves the right to record revised, amended, or additional plats that only affect internal boundaries between Parcels, combine Parcels, or subdivide Parcels, to show and designated Limited Common Property and Common

Property, and to show the location of any easements created hereby, by the Original Declaration, or by another instrument of record, and, provided the same do not alter the overall property submitted to the Declaration by this Supplement, such revised, amended, or additional plats shall not necessitate an amendment to this Supplement.

(b) Amendments by Owners. Except as otherwise provided above or elsewhere herein, this Supplement may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners holding seventy-five percent (75.0%) of the overall Voting Interests within the Service Area, and, for so long as Declarant or any Declarant Affiliate owns any portion of the Service Area, then with the consent of Declarant. In addition, the consent of the Association Board shall be required. Notwithstanding the above, the percentage of votes necessary to amend a specific provision of this Supplement shall not be deemed as less than the prescribed percentage of affirmative votes required for action to be taken under that provision.

(c) Validity and Effective Date. No amendment may remove, revoke, or modify any right of privilege of Declarant or any Declarant Affiliate without Declarant's consent. If any Owner consents to any amendment to this Supplement, it will be conclusively presumed that such Owner had the authority to so consent, and no contrary provision in any mortgage or contract between such Owner and a third party will affect the validity of such amendment. Any amendment to this Supplement shall become effective upon recording, unless an earlier or later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall conclusively presumed to have been validly adopted. In no event shall a change of circumstances or conditions act to amend or modify, or be construed to intent or modify, any provision of this Supplement.

21. Certain Additional Restrictive Covenants. Each Parcel within the Annexed Property shall be held, used, conveyed, and operated subject the following additional restrictive covenants, which are intended to run with the land, except as otherwise expressly provided below:

(a) Restrictions for Benefit of BNA CPA Riverwalk, LLC Parcel. From and after the date hereof, (i) no tax preparation or accounting business shall have the naming rights upon any building constructed on the Annexed Property (except that BNA CPA Riverwalk, LLC shall have the right to name the building constructed upon the "BNA Parcel," as defined and described upon Exhibit B, attached hereto and incorporated by this reference), and (ii) no tax preparation or accounting business shall have the right to display signage (except upon any exterior tenant or occupant directory) upon the exterior of any building constructed upon the Annexed Property (except that BNA CPA Riverwalk, LLC may display such signage upon the building constructed upon the BNA Parcel). The foregoing restrictive covenants shall expire and terminate at such time as Bernard N. Ackerman, CPA, P.A., ceases to own or be a tenant of the BNA Parcel or any part thereof. Further, no building in excess of two (2) stories shall be constructed upon the Parcel within the Annexed Property described upon Exhibit C, attached hereto and incorporated herein by this reference. The foregoing restrictions are intended for the benefit of the BNA Parcel, and the Owner thereof shall have the right to specifically enforce such covenants.

IN WITNESS WHEREOF, Declarant has executed this Fifth Supplemental Declaration as of the date first above written.

Signed, sealed and delivered in the presence of

DECLARANT:  
THE GREENS OF ROCK HILL LLC  
BY: ASSURED ADMINISTRATION, LLC,  
its Manager

Todd Burr  
Witness 1

By: [Signature]

Thomas W Neessen  
Witness 2

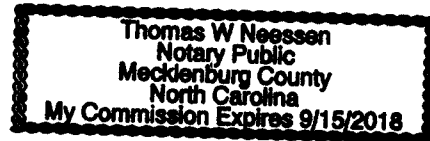
Its: Manager

**ACKNOWLEDGEMENT**

PERSONALLY APPEARED before me Mark Mather, as the Manager of Assured Administration, LLC, the Manager of the within named Declarant, who, after being duly sworn, acknowledged his/her execution of the within instrument in the said capacity and for the uses and purposes set forth within.

SWORN TO before me this 15<sup>th</sup> day of September, 2013 2014

Thomas W Neessen  
Notary Public for ~~South Carolina~~ North Carolina  
My Commission Expires: 9-15-2018  
[SEAL]



**EXHIBIT A**

**Legal Description of Annexed Property**

All that certain piece, parcel or tract of land lying and being in the City of Rock Hill, County of York, State of South Carolina, being described as follows:

BEGINNING at the Point of beginning on the northeast side of the property, thence S 80°38'57" W a distance of 13.13'; thence S 00°40'28" W a distance of 11.84'; thence with a curve turning to the left with an arc length of 22.07', with a radius of 245.54', with a chord bearing of S 12°01'37" W, with a chord length of 22.06'; thence S 22°31'33" W a distance of 20.85'; thence S 21°55'47" W a distance of 105.45'; thence S 68°52'02" E a distance of 78.23'; thence S 41°32'12" W a distance of 6.44'; thence S 69°35'56" W a distance of 20.70'; thence S 58°32'02" W a distance of 18.80'; thence S 11°53'48" W a distance of 14.47'; thence S 12°05'11" E a distance of 66.03'; thence N 72°12'26" W a distance of 92.54'; thence S 21°07'56" W a distance of 55.50'; thence N 76°23'36" W a distance of 37.53'; thence with a curve turning to the left with an arc length of 119.91', with a radius of 467.25', with a chord bearing of S 12°31'46" W, with a chord length of 119.58'; thence N 78°31'27" W a distance of 276.67'; thence N 35°22'31" W a distance of 23.22'; thence N 88°32'59" W a distance of 30.74'; thence N 50°42'12" W a distance of 80.66'; thence N 82°34'17" W a distance of 121.97'; thence N 82°34'17" W a distance of 51.37'; thence S 65°53'36" W a distance of 33.26'; thence S 74°28'06" W a distance of 78.91'; thence S 74°28'06" W a distance of 55.60'; thence S 81°39'24" W a distance of 166.97'; thence S 04°21'01" E a distance of 239.18'; thence with a curve turning to the right with an arc length of 122.75', with a radius of 122.06', with a chord bearing of S 22°47'55" W, with a chord length of 117.64'; thence N 41°12'01" W a distance of 46.56'; thence with a curve turning to the left with an arc length of 30.17', with a radius of 24.00', with a chord bearing of N 86°24'25" E, with a chord length of 28.22'; thence with a compound curve turning to the left with an arc length of 74.78', with a radius of 92.25', with a chord bearing of N 16°54'51" E, with a chord length of 72.75'; thence N 04°21'01" W a distance of 241.97'; thence N 06°13'57" W a distance of 122.59'; thence N 04°20'37" W a distance of 223.58'; thence N 40°38'59" E a distance of 26.08'; thence with a curve turning to the left with an arc length of 1.53', with a radius of 2.00', with a chord bearing of N 18°42'00" E, with a chord length of 1.50'; thence with a reverse curve turning to the right with an arc length of 104.15', with a radius of 148.50', with a chord bearing of N 16°50'36" E, with a chord length of 102.03'; thence N 36°56'09" E a distance of 7.29'; thence with a curve turning to the left with an arc length of 116.17', with a radius of 136.50', with a chord bearing of N 12°33'17" E, with a chord length of 112.70'; thence N 11°49'34" W a distance of 28.45'; thence with a curve turning to the right with an arc length of 327.27', with a radius of 163.50', with a chord bearing of N 45°31'03" E, with a chord length of 275.31'; thence with a reverse curve turning to the left with an arc length of 46.10', with a radius of 25.00', with a chord bearing of N 50°02'25" E, with a chord length of 39.84'; thence with a compound curve turning to the left with an arc length of 6.33', with a radius of 32.50', with a chord bearing of N 08°21'48" W, with a chord length of 6.32'; thence N 13°24'40" W a distance of 83.80'; thence N 22°26'21" E a distance of 112.26'; thence S 61°36'56" E a distance of 143.35'; thence S 65°44'43" E a distance of 75.46'; thence S 61°42'09" E a distance of 61.11'; thence S 44°11'34" E a distance of 24.54'; thence S 35°23'11" W a distance of 93.54'; thence S 67°11'17" W a distance of 27.14';



thence S 53°37'23" W a distance of 29.69'; thence S 35°29'26" W a distance of 10.17'; thence S 49°11'01" W a distance of 7.98'; thence S 09°31'32" W a distance of 14.92'; thence S 44°00'47" W a distance of 14.81'; thence S 59°19'52" W a distance of 25.52'; thence S 18°21'10" E a distance of 10.42'; thence S 77°12'18" E a distance of 10.68'; thence S 43°34'46" E a distance of 5.28'; thence N 90°00'00" E a distance of 17.48'; thence N 77°52'35" E a distance of 21.22'; thence N 46°25'31" E a distance of 21.30'; thence N 41°27'26" E a distance of 14.60'; thence N 23°03'05" E a distance of 23.24'; thence N 30°49'15" E a distance of 23.82'; thence N 66°23'16" E a distance of 24.41'; thence N 38°29'12" E a distance of 20.12'; thence N 50°23'16" E a distance of 27.04'; thence N 62°05'49" E a distance of 16.97'; thence N 84°36'19" E a distance of 13.53'; thence N 43°47'44" E a distance of 2.62'; thence N 72°19'57" E a distance of 18.95'; thence N 78°39'07" E a distance of 13.72'; thence S 57°48'16" E a distance of 172.13'; thence S 69°18'47" E a distance of 136.24'; thence S 63°57'37" E a distance of 185.72'; thence S 67°10'45" E a distance of 53.19'; thence S 05°33'09" E a distance of 47.72'; thence S 16°57'39" E a distance of 31.34'; thence S 63°28'19" E a distance of 31.98'; thence S 27°25'28" E a distance of 34.62'; thence S 27°25'28" E a distance of 11.36'; thence S 41°01'56" E a distance of 18.05'; thence S 10°25'33" E a distance of 7.94'; thence S 10°50'00" W a distance of 19.74'; thence S 07°53'26" W a distance of 23.63'; thence S 18°16'00" W a distance of 29.47'; thence S 00°00'00" E a distance of 19.30'; thence S 10°32'51" E a distance of 10.55'; thence S 19°41'09" E a distance of 12.31'; thence N 82°02'49" W a distance of 88.03'; which is the point of beginning, having an area of 19.75 acres, more or less.

**EXHIBIT B**

**Legal Description of BNA Parcel**

ALL that certain piece, parcel, or tract of land lying and being situate in part along Herron's Ferry Road, in the City of Rock Hill, County of York, State of South Carolina, shown as tract "C5," and designated as "TRACT 'C' 5537 SF 0.13 Acres," upon that certain plat of survey prepared by James Jetter Pittman, of Pittman Professional Land Surveying, entitled "FINAL PLAT OF RIVERWALK PHASE 1B LOCATED IN THE RIVERWALK DEVELOPMENT," dated April 9, 2012, last revised May 16, 2014, and recorded in the York County, South Carolina, Clerk of Court's Office in Plat Book E-253, at Page 5, on May 23, 2014, to which plat reference is hereby made for a more complete and accurate description of the said property.

**EXHIBIT C**

**Description of Parcel Encumbered by Section 20(a) Height Restriction**

All that certain piece, parcel or tract of land lying and being in the City of Rock Hill, County of York, State of South Carolina, being described as follows:

BEGINNING at a point in the Right of Way of Herrons Ferry Road; thence N 67°47'28" W a distance of 88.51'; thence N 22°12'55" E a distance of 76.33'; thence S 67°47'05" E a distance of 36.00'; thence N 22°12'55" E a distance of 15.67'; thence S 67°47'05" E a distance of 52.51'; thence S 22°12'55" W a distance of 91.99'; which is the point of beginning, having an area of 7578.55 square feet, 0.174 acres, more or less.

**EXHIBIT D**

Copy of Association By-Laws

[See attached]

BY-LAWS  
OF  
RIVERWALK RIVER DISTRICT ASSOCIATION, INC.

Article 1  
Name, Principal Office, and Definitions

1.1. Name. The name of the corporation is Riverwalk River District Association, Inc. (the "River District Association").

1.2. Principal Office. The River District Association may have such offices in York County, South Carolina as the Association Board may determine or as the River District Association's affairs may require.

1.3. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the meanings ascribed to them in that certain Third Amendment and Fifth Supplement to Master Covenants, Conditions, and Restrictions for Riverwalk (the "Fifth Supplement"), which supplements and amends that certain Declaration of Covenants, Conditions, Easements and Restrictions For Riverwalk executed by The Greens of Rock Hill, LLC, a South Carolina limited liability company, as the Declarant ("Declarant"), both being recorded in the Office of the Clerk of Court of York County, South Carolina, as it may be amended, modified or supplemented from time to time (the "Declaration"). As to any capitalized terms which are used herein, not defined herein, and not defined in the Fifth Supplement, such terms shall have the meanings set forth in the Declaration, and if not set forth therein, then by common usage. The term "majority," as used in these Bylaws, means those votes, Association Members, or other group, as the context may indicate, totaling more than fifty percent (50.0%) of the total eligible number.

Article 2  
Membership: Meetings, Quorum, Voting, Proxies

2.1. Membership. The River District Association shall have two classes of membership: Class A membership and Class B membership, as more fully described in the Fifth Supplement. The Declarant, by recording of the Fifth Supplement, and each Association Member, by accepting record title to a Parcel within the River District or recordation of a contract of sale, or by such other act as is provided for by the Fifth Supplement to create membership in the River District Association, is deemed to consent to membership in the River District Association. Membership shall be resigned or transferred only upon transfer of title to a Parcel within the River District and as otherwise provided in the Fifth Supplement. Provisions of the Fifth Supplement pertaining to membership and the rights, privileges and obligations of each class of membership are incorporated by this reference.

2.2. Place of Meetings. The River District Association shall hold meetings at the River District Association's principal office or at such other suitable place as the Association Board may designate.

2.3. River District Association Meetings.

(a) Annual Meetings. The Association Board shall schedule regular annual meetings of the Association Members to occur within ninety (90) days before the close of the River District Association's fiscal year, on such date and at such time and place as the Association Board shall determine. Notwithstanding the foregoing, the first annual meeting of the Class A Association Members shall occur at the election called for by Section 3.3. (c) below.

(b) Special Meetings. The President may call special meetings of the Association Members. In addition, the President or the Secretary shall call a special meeting if so directed by Association Board resolution or within thirty (30) days after receipt of a petition stating the purpose of the meeting and signed by Association Members holding at least five percent (5.0%) of the total votes in the River District Association.

2.4. Notice of Meetings. At least ten (10), but not more than sixty (60), days before any membership meeting, the President, the Secretary, or the officers or other persons calling the meeting shall deliver or cause to be delivered to each Association Member a written notice stating the place, day, and hour of the meeting and the items on the agenda for such meeting, including the general nature of any proposed amendment to the River District Association or these Bylaws, any proposed budget changes, any proposal to remove a director, and such other matters as may be required by South Carolina law; provided, if such notice is sent other than by first class or registered mail, the notice must be delivered at least thirty (30), but not more than sixty (60), days before the membership meeting. No business shall be transacted at a special meeting except as stated in the notice. Such notice shall be delivered by such means as is permitted under Section 9.5. The Association Board may fix a record date for notice of a meeting, and, upon so doing, shall cause an alphabetical list to be prepared of all Association Members entitled to such notice, showing the name, address, and number of votes that each such Association Member is entitled to cast. Such list shall be made, available for inspection by Association Members upon request as required by the South Carolina Nonprofit Corporation Act.

2.5. Waiver of Notice. Waiver of notice of a membership meeting shall be deemed the equivalent of proper notice. Any Association Member may waive, in writing, notice of any membership meeting, either before or after such meeting. Attendance at a meeting by a Association Member or the Association Member's proxy shall be deemed a waiver by such Association Member of notice of the time, date, and place thereof, unless the Association Member or the Association Member's proxy specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.6. Adjournment of Meetings. If any membership meeting cannot be held because a quorum is not present, persons entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time at least five (5) but not more than thirty (30) days from the scheduled date of the original meeting. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting

after adjournment, the Association Board shall provide notice of the time and place for reconvening the meeting in the manner prescribed for regular meetings. Association Members or their proxies present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of a sufficient number of persons to leave less than a quorum; however, at least a majority of the votes required to constitute a quorum, or such larger percentage as may be required under the River District Association or applicable law for specific actions, must approve any action taken.

2.7. Voting. Association Members shall have such voting rights as are set forth in the Fifth Supplement, which provisions are specifically incorporated by this reference. To the extent permitted by South Carolina law, a membership vote on any matter may be conducted at a meeting or by ballot cast by mail, facsimile transmission, electronic transmission, or a secure web-based voting system, or any combination of those methods, as provided in Section 2.11. The Association Board shall establish procedures to provide reasonable assurance that the person casting the vote is the Association Member or the Association Member's proxy appointed pursuant to Section 2.8.

2.8. Proxies. Association Members may vote in person or by proxy, subject to the limitations of South Carolina law and subject to any specific provisions to the contrary in the Fifth Supplement or these Bylaws. Every proxy shall be in writing, shall identify the Parcel for which it is given, shall be signed by the Association Member or the Association Member's duly authorized attorney-in-fact, and shall be dated and filed with the River District Association's Secretary prior to the meeting for which it is to be effective. The Association Board may accept a proxy filed by electronic means if it contains or is accompanied by information from which it can be determined that the Association Member, the Association Member's agent, or the Association Member's attorney-in-fact authorized the transmission.

Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover all votes which the Association Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease to be effective (a) if the Association Member attends the meeting and votes in person, (b) upon the Secretary's receipt of a written revocation from the Association Member prior to the vote for which the proxy was given, (c) upon conveyance of any Parcel for which it was given, (d) upon the Secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Association Member who is a natural person or the dissolution of any Association Member not a natural person, or (d) eleven (11) months from the date of the proxy, unless otherwise provided in the proxy, but in any event not later than three (3) years from the date of the proxy.

2.9. Quorum. Except as these Bylaws or the Fifth Supplement otherwise provide, the presence of Association Members or their proxies entitled to cast at least twenty percent (20.0%) of the total votes in the River District Association shall constitute a quorum at all River District Association meetings; provided, if a quorum is not established at any meeting when initially called, then the quorum for any subsequent attempt to convene such meeting shall be reduced to ten percent (10.0%).

2.10. Conduct of Meetings. The President or a Association Board-approved designee shall

preside over all River District Association meetings. The Secretary shall ensure that minutes of the meetings are prepared, reflecting all resolutions adopted and all other transactions occurring at such meetings. The minutes shall be kept with the River District Association's books and records.

2.11. Action Without a Meeting.

(a) Whenever the Fifth Supplement, the Articles, or South Carolina law require that a particular action be approved at a meeting of the Association Members, such action may be approved without a meeting, without prior notice and without a vote, if Association Members holding at least eighty percent (80.0%) of the votes entitled to be cast on such matter, or such greater percentage as may be required for the specific action, sign a written consent specifically authorizing the proposed action and deliver it to the River District Association. Such consents shall be filed with the minutes of the membership and shall have the same force and effect as a vote of the Association Members at a meeting. The record date for determining the Association Members entitled to take action by written consent shall be the date the first consent is signed. Written notice of any action taken by written consent shall be delivered to all Association Members who have not signed a consent to such action, and, if such notice is required, the action shall not be effective until ten (10) days after the giving of such notice. Nothing in this section shall authorize action without the approval of such persons or entities whose approval is specifically required for such action under the Fifth Supplement, the Articles, and/or these Bylaws.

(b) Except where the Fifth Supplement, these Bylaws, the Articles, or South Carolina law specifically require a meeting to take a particular action, any action that may be taken at a meeting of the Association Members may be taken without a Meeting if: (i) the River District Association mails or delivers a written or electronic ballot to every Person entitled to vote on the action, setting forth each proposed action and providing an opportunity to approve or disapprove each proposed action, (ii) the number of votes cast by written or electronic ballot equals or exceeds the quorum required for a meeting to consider such action, and (iii) the number of votes cast in favor of the proposed action equals or exceeds the number of votes that would be required at a meeting if the total number of votes cast were the same as the number of votes cast by written or electronic ballot. Solicitations of votes to be cast by written or electronic ballot must indicate the number of responses needed to satisfy the quorum requirement, the percentage of votes necessary to approve any action other than the election of directors, and the deadline for the River District Association to receive the ballot in order to be counted. A written or electronic ballot, once cast, may not be revoked. The Association Board shall notify the Association Members of the results of the vote within thirty (30) days after the expiration of the voting period.

(c) A written ballot may be delivered, and a vote may be cast, by electronic transmission, provided that any ballot cast is accompanied by information indicating that the Association Member, Association Member's agent or Association Member's attorney-in-fact authorized its electronic transmission. Whenever the Fifth Supplement, Articles, and/or these Bylaws permit action to be taken by affirmative vote or written consent, a written consent or written ballot received pursuant to either subsection (a) or (b) above shall constitute written consent for purposes of such provision.



Article 3  
Association Board of Directors: Selection, Meetings, Powers

3.1. Governing Body; Qualifications. The Association Board shall govern the River District Association's affairs. Each director shall have one vote on the Association Board. Except with respect to directors appointed by the Declarant and except as may be otherwise provided for by the Fifth Supplement, directors shall be Association Members or representatives of Association Members. If an Association Member is not an individual, any officer, director, partner, or any trust officer of such Association Member shall be eligible to serve as a director unless a written notice to the River District Association signed by the Owner specifies otherwise. Alternatively, the Association Member may designate in writing to the Secretary any employee as its representative for such purpose. However, at any time that there are more than five (5) Association Members, no Association Member may have more than one such representative on the Association Board, except in the case of directors that the Declarant appoints pursuant to Section 3.3(b).

3.2. Number of Directors. The Association Board shall consist of at least five (5), but no more than seven (7), directors as provided in Section 3.3.

3.3. Selection of Directors; Term of Office.

(a) Initial Association Board. The initial Association Board shall consist of five (5) directors appointed by the Declarant (which may be set forth in the Articles), or appointed by the incorporator at the Declarant's direction, who shall serve until their successors are appointed or elected as provided in this section.

(b) Directors Prior to Class B Association Member Expiration Date. Except as otherwise provided in this subsection (b) or the Fifth Supplement, the Declarant may appoint, remove, and replace the Association Board members until the Class B Association Member Expiration Date.

(c) Directors After the Class B Association Member Expiration Date. Within thirty (30) days following the Class B Association Member Expiration Date, the President shall call for an election by which the Class A Association Members shall be entitled to elect all seven (7) directors, but not fewer than five (5) directors. Two (2) directors shall be elected to serve until the second annual meeting following their election, three (3) directors shall be elected to serve until the third annual meeting following their election, and, if the Association Members opt to elect six (6) or seven (7) directors, then as such directors determine among themselves.

Thereafter, upon expiration of the term of each director, the Class A Association Members shall be entitled to elect a successor to serve a term of two years. Directors so elected shall hold office until their respective successors have been elected or until removed in accordance with these Bylaws. Directors may serve any number of consecutive terms.

3.4. Nomination and Election Procedures.

(a) Nomination of Candidates. At least thirty (30) days prior to any election of directors by the Class A Association Members, the Association Board shall appoint a Nominating Committee consisting of a chairman, who shall be a Association Board member,

and three or more Association Members or representatives of Association Members. The Nominating Committee shall serve until the close of the election for which they were appointed. The names of the Nominating Committee members shall be announced in the notice of each election.

In preparation for each election, the Nominating Committee shall meet and make as many nominations for election to the Association Board as it shall in its discretion determine, but in no event less than the number of positions to be filled by the Class A Association Members at such election. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity that exists within the pool of potential candidates. Nominations shall also be permitted from the floor at the meeting at which any election is held. All candidates shall have a reasonable opportunity to communicate their qualifications to the Association Members and to solicit votes.

(b) Election Procedures. At each election, voting shall be by written or electronic ballot cast in accordance with Section 2.11. Each Association Member may cast all votes attributable to the Percentage Interest it represents for each position to be filled by a director.

3.5. Removal of Directors and Vacancies. Any director elected by the Class A Association Members may be removed, with or without cause, by the vote of Association Members holding a majority of the votes entitled to be cast for the election of such director. Prior to the Class B Association Member Expiration Date, any director may be removed by the Declarant. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director by Declarant, Declarant shall appoint a successor for the remainder of the term of such director. Upon removal of a director by the Class A Association Members, the Association Members shall elect a successor for the remainder of the term of such director.

Following the Class B Association Member Expiration Date, at any meeting at which a quorum is present, a majority of the directors then serving may remove any director who has three (3) consecutive unexcused absences from Association Board meetings. The Association Board may appoint a successor to fill the vacancy for the remainder of the term of the removed director.

In the event of the death, disability, or resignation of a director, the Declarant may appoint a successor to fill the vacancy, prior to the Class B Association Member Expiration Date, and, after the Class B Association Member Expiration Date, the Association Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Association Members shall elect a successor for the remainder of the term of the director.

3.6. Organizational Meetings. The Association Board shall hold an organizational meeting within ten (10) days following each annual meeting of the membership, at such time and place as the Association Board shall fix.

3.7. Regular Meetings. The Association Board shall hold regular meetings at such time and place as a majority of the directors shall determine, but the Association Board shall meet at least four (4) times during each fiscal year with at least one meeting per quarter.

3.8. Special Meetings. The, President, Vice President or any two directors may call a special meeting of the Association Board.

3.9. Notice; Waiver of Notice.

(a) Notices of Association Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Association Board shall notify each director of meetings by: (i) personal delivery, (ii) first class mail, postage prepaid, (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director, or (iv) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission. All such notices shall be given at or sent to the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the River District Association's records. The Association Board shall deposit notices sent by first class mail into a United States mailbox at least five (5) business days before the day of the meeting. The Association Board shall give notices by personal delivery, telephone, or electronic communication at least seventy-two (72) hours before the time set for the meeting.

(b) To the extent practicable, the Association Board shall give reasonable notice to the Association Members of the date, time, and place of Association Board meetings by announcing such information at a previous Association Board or membership meeting or posting notice in a location reasonably accessible to the Association Members and which the Association Board has designated for the posting of notices.

(c) Transactions of any Association Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent used need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10. Telephonic Participation in Meetings. Members of the Association Board or any committee the Association Board designates may participate in an Association Board or committee meeting by conference telephone or similar communications equipment through which all persons participating in the meeting can hear and speak to each other. Participation in a meeting pursuant to this section shall constitute presence at such meeting.

3.11. Quorum of Association Board. At all Association Board meetings, a majority the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Association Board's decision, unless South Carolina law, these Bylaws, or the Fifth Supplement specifically provide otherwise. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the departure of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Association Board cannot hold a meeting because a quorum is not present, a majority of the directors present may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present the Association Board may transact, without

further notice, any business it might have transacted at the original meeting.

3.12. Conduct of Meetings. The President or any designee the Association Board approves by resolution shall preside over all Association Board meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions and all transactions occurring at such meetings are included in the River District Association's records.

3.13. Open Meetings; Executive Session.

(a) Subject to the provisions of subsection 3.13.(b) and Section 3.14., all Association Board meetings shall be open to attendance by all Association Members or their representatives, but only directors may participate in any discussion or deliberation unless a director requests that attendees be granted permission to speak. In such case, the President may limit the time any such individual may speak. The Association Board shall make agendas for its meetings reasonably available for examination by all Association Members or their representatives prior to the meeting.

(b) Notwithstanding the above, the President may adjourn any Association Board meeting and reconvene in executive session, and may restrict attendance to directors and such other persons as the Association Board may specifically invite and announce during the open portion of the Association Board meeting, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, and such other matters for which the South Carolina Nonprofit Corporation Act may specifically authorize or allow restricted attendance; provided, any vote on such matters shall be taken in open session unless otherwise permitted by law.

3.14. Action Without a Formal Meeting. Any action to be taken or which may be taken at an Association Board meeting may be taken without a meeting if a written consent or consents setting forth the action so taken is signed by the number of directors that would be required to approve the same action at an Association Board meeting at which all of the directors were present. Such consent(s) shall have the same force and effect as a vote at a meeting. The Association Board shall promptly notify all directors of any action so approved and the effective date of such action and provide each director with a copy of the signed written consents. Consents may be filed electronically in accordance with Section 2.7.

3.15. Powers. The Association Board shall have the power to administer the River District Association's affairs, perform the River District Association's responsibilities, and exercise the River District Association's rights as set forth in the Fifth Supplement, the Articles, these Bylaws, such rules and regulations as are promulgated by the River District Association from time to time, and as provided by law. The Association Board may do, or cause to be done on the River District Association's behalf, all acts and things except those which the Fifth Supplement, the Articles, the Bylaws, or South Carolina law require to be done and exercised exclusively by the Association Members.

3.16. Duties. The Association Board's duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Fifth Supplement, an annual budget establishing each Association Member's share of the Limited Common Expenses;

- (b) levying and collecting assessments from the Association Members;
- (c) providing for the operation, care, upkeep, and maintenance of the Limited Common Properties for which it is responsible consistent with the Service Area-Wide Standard;
- (d) designating, hiring, and dismissing personnel necessary to carry out the River District Association's rights and responsibilities, and, where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) opening bank accounts on the River District Association's behalf and designating the signatories required;
- (f) depositing all funds received on the River District Association's behalf in a bank depository which it shall approve and using such funds to operate the River District Association; however, in the Association Board's business judgment any reserve funds may be deposited in depositories other than banks;
- (g) making or contracting for the making of repairs, additions, and improvements to or alterations of the Limited Common Properties in accordance with the Fifth Supplement, the Articles, these Bylaws, and such rules and regulations as may be promulgated by the River District Association from time to time;
- (h) determining when action to enforce the Fifth Supplement, the Articles, the Bylaws, and any rules promulgated from time to time by the River District Association is appropriate and the nature of any sanctions to be imposed, and bringing any proceedings which may be instituted on behalf of or against the Association Members concerning the River District Association; however, the River District Association's obligation in this regard shall be conditioned in the manner provided in the Fifth Supplement;
- (i) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Fifth Supplement, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (j) paying the cost of all services rendered to the River District Association;
- (k) keeping a detailed accounting of the River District Association's receipts and expenditures;
- (l) making available to any prospective purchaser of a Parcel within the River District, any Association Member, and the holders, insurers, and guarantors of any mortgage on any Parcel within the River District, current copies of the Fifth Supplement, the Articles, these Bylaws, the rules and regulations promulgated by the River District Association, and the River District Parcel Development Guidelines pertaining to the Parcel, and all other books, records, and financial statements of the River District Association as provided in Section 9.4.;
- (m) indemnifying a director, officer or committee member, or former director, officer or committee member of the River District Association (and/or the River District Architectural Review Board), to the extent such indemnity is required by the Fifth Supplement, Declaration,

South Carolina law, the Articles, or these Bylaws; and,

(n) after the Class B Association Member Expiration Date, to appoint the members of the River District Architectural Review Board, and to remove the same in accordance with the terms of the Fifth Supplement.

3.17. Conflicts of Interest. Unless otherwise approved by a majority of the other directors, no director may transact business with the River District Association or any River District Association contractor during his or her term as director or within one year after the term of the director expires. A director shall promptly disclose to the Association Board any actual or potential conflict of interest affecting the director relative to his or her performance as a director.

Notwithstanding the above, directors appointed by the Declarant may be employed by or otherwise transact business with the Declarant or its affiliates, and the Declarant may transact business with the River District Association and its contractors.

#### Article 4 Officers

4.1. Officers. The River District Association's officers shall be a President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Association Board members; other officers may, but need not be, Association Board members. The Association Board may appoint such other officers, including one or more Vice Presidents, Assistant Secretaries, and Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Association Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office. The Association Board shall elect the River District Association officers at the first Association Board meeting following each annual meeting of the membership to serve until their successors are elected. Prior to the first annual meeting of the membership, the Association Board shall elect the River District Association officers at such meetings of the Association Board as the Association Board elects, to serve until their successors are elected.

4.3. Removal and Vacancies. The Association Board may remove any officer whenever in its judgment the River District Association's interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term of the officer affected.

4.4. Powers and Duties. The River District Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Association Board may specifically confer or impose. The President shall be the River District Association's chief executive officer. The Treasurer shall have primary responsibility for preparing the River District Association's budget for the approval of the Association Board as provided for in the Fifth Supplement, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Association Board, the President, or the Secretary. Such resignation shall take effect on the day

of the receipt of such notice or at a later time if specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

## Article 5 Committees

5.1. General. In addition to such committees as the Declarant or Association Board may appoint pursuant to the Fifth Supplement, the Association Board may appoint such other committees as it deems appropriate to perform such tasks and to serve for such periods as the Association Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2. Covenants Committee. In addition to any other committees that the Association Board may establish pursuant to Section 5.1., the Association Board may appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) Association Members. Acting in accordance with the provisions of the Fifth Supplement, these Bylaws, and resolutions the Association Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the River District Association and shall conduct all hearings held pursuant to Article 9 of these Bylaws. The Covenants Committee shall have no responsibility for seeking out violations of the Fifth Supplement, the Articles, these Bylaws, or any rules and regulations promulgated from time to time by the River District Association.

## Article 6 Standards of Conduct; Liability, and Indemnification

6.1. Standards for Directors and Officers. The Association Board shall exercise its powers in a reasonable, fair, nondiscriminatory manner and shall adhere to the procedures established in the Fifth Supplement, the Articles, and these Bylaws. In performing their duties, directors and officers shall be insulated from liability as provided for directors of corporations under South Carolina law and as otherwise provided by any of the Fifth Supplement, the Articles, or these Bylaws. Directors and officers shall discharge their duties as directors or officers, and as members of any committees to which they are appointed, in good faith and in a manner that the director or officer believes to be in, or not opposed to, the best interest of the River District Association and with the care that an ordinarily prudent Person in its a position would exercise under similar circumstances. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under South Carolina law. In the event that South Carolina law from time to time requires a higher standard for directors and officers of a South Carolina non-profit corporation, then the directors and officers shall adhere to such higher standard.

6.2. Liability. The River District Association's officers, directors, and committee members (and those of the River District Architectural Review Board) shall not be liable for any mistake of judgment, negligent or otherwise, or for any action taken or omitted in such capacities, except for their own individual willful or wanton misconduct or gross negligence. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on the River District Association's or River District Architectural Review Board's behalf.

6.3. Indemnification. Subject to the limitations of South Carolina law, and in accordance with the Fifth Supplement, the River District Association shall indemnify every present and former officer, director, and committee member (including of the River District Architectural Review Board) against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Association Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The River District Association shall, to the extent required by the Fifth Supplement, and, if not required thereby then at the election of the Association Board, purchase and maintain as a Limited Common Expense, adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

6.4. Advancement of Expenses. In accordance with the procedures and subject to the conditions and limitations set forth in South Carolina law, the Association Board may authorize the River District Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, director or committee member (including of the River District Architectural Review Board) in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member. If the River District Association indemnifies or advances expenses to a director in connection with a proceeding by or in the right of the River District Association or the River District Architectural Review Board, it shall report the indemnification or advance in writing to the Association Members with or before the notice of the next meeting of the Association Members.

6.5. Association Board and Officer Training. The Association Board may, as a Limited Common Expense, conduct or provide for seminars and continuing education opportunities designed to educate and inform its officers and directors of their responsibilities as officers and directors.

Article 7  
Management and Accounting

7.1. Compensation of Directors and Officers. The River District Association shall not compensate directors and officers for acting as such unless Association Members entitled to cast a majority of the total votes in the River District Association approve such compensation at a River District Association meeting. The River District Association may reimburse any director or officer for expenses he or she incurs on the River District Association's behalf upon approval of a majority of the other directors. Nothing herein shall prohibit the River District Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the River District Association in a capacity other than as a director or officer pursuant to a contract or agreement with the River District Association. However, such director must make known his or her interest to the Association Board prior to entering into such contract, and such agreement or contract must be approved as provided for by these Bylaws.

7.2. Right of Declarant to Disapprove Actions. Prior to the Class B Association Member Expiration Date, and thereafter to the extent allowed and provided for by the Fifth Supplement, the Declarant shall have the right to disapprove any action, policy, or program of the River



District Association, the Association Board and any committee which, in the Declarant's sole judgment, would tend to impair rights of the Declarant or its affiliates or any Parcel developer under the Fifth Supplement or these Bylaws, interfere with development or construction of any portion of the Park, or diminish the level of services the River District Association provides. As provided for by the Fifth Supplement, until the Class B Association Member Expiration Date, the Declarant may elect to act for and in lieu of the Association Board. The Association Board shall not implement any action, policy, or program subject to the right of disapproval set forth herein until and unless the requirements of this section hereafter have been met.

(a) Notice. The River District Association shall give the Declarant written notice of all meetings of the membership, the Association Board, and committees, and any actions proposed to be taken by any of them by written consent in lieu of a meeting. The River District Association shall give such notice by certified mail, return receipt requested, or by personal delivery at the address the Declarant has registered with the River District Association. Such notice shall comply, as to Association Board meetings, with Section 3.9., and shall, except in the case of regular Association Board meetings pursuant to these Bylaws, set forth with reasonable particularity the agenda to be followed at such meeting.

(b) Opportunity to be Heard. At any such meeting, the River District Association shall give the Declarant the opportunity to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Declarant, its representatives, or its agents, shall make its concerns, thoughts, and suggestions known to the Association Board and/or the members of the subject committee.

The Declarant, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within ten (10) days following the meeting at which such action was proposed, or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) days following receipt of written notice of the proposed action. The Declarant may use this right to disapprove to block proposed actions but shall not use it to require any action or counteraction of any committee, the Association Board, or the River District Association. The Declarant shall not use its right to disapprove to reduce the level of services the River District Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations. The provisions of this Section 7.2. shall not be construed to limit the Declarant's right to act for and in the place of the Association Board as provided for by the Fifth Supplement.

7.3. Managing Agent. The Association Board may employ for the River District Association professional management agents at such compensation as the Association Board may establish, to perform such duties and services as the Association Board shall authorize. The Association Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in Section 3.16. Prior to the Class B Association Member Expiration Date, the Association Board may not, in any event, retain a management agent without the prior written approval of the Declarant. However, at any time, the Association Board may employ the Declarant or its affiliate(s) as managing agent or manager. The Association Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager which might arise between Association Board meetings.

The managing agent shall not accept remuneration from vendors, independent contractors, or others providing goods or services to the River District Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the River District Association. The managing agent shall promptly disclose to the Association Board any financial or other interest which it may have in any firm providing goods or services to the River District Association.

7.4. Accounts and Reports.

(a) The Association Board shall follow the following accounting standards unless the Association Board by resolution specifically determines otherwise:

(i) accounting and controls should conform to generally accepted accounting principles;

(ii) the River District Association's cash accounts shall not be comingled with any other accounts.

(b) Commencing at the end of the quarter in which the first Parcel within the River District is sold and closed, financial reports shall be prepared for the River District Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all operating, reserve and other accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and,

(v) a delinquency report listing all Association Members who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the tenth (10<sup>th</sup>) day following the due date unless the Association Board specifies otherwise by resolution).

(c) An annual report consisting of at least the following shall be made available for Association Members' review within one hundred eighty (180) days after the close of the fiscal year: (i) a balance sheet, (ii) an operating (income) statement, and (iii) a statement of changes in financial position for the fiscal year. Prior to the Class B Association Member Expiration Date, such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Association Board determines; thereafter, it shall be prepared on an audited basis by an independent certified public accountant.

7.5. Borrowing. The River District Association shall have the power to borrow money for any legal purpose. However, the Association Board shall obtain the approval of the

Association Members holding a majority of the total Percentage Interests if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed twenty percent (20.0%) of the River District Association's budgeted gross expenses for that fiscal year.

7.6. Right to Contract. The River District Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with any condominium or other property owners associations within and outside the Park, including, without limitation, Additional Associations.

7.7. Agreements, Contracts, Deeds, Leases, Checks, Etc. All River District Association agreements, contracts, deeds, leases, checks, and other instruments shall be executed by at least two officers or by such other person or persons as the Association Board may designate by resolution.

#### Article 8 Enforcement Procedures

The River District Association shall have the power to impose sanctions for any violation of the Fifth Supplement, the Articles, these Bylaws, and/or the rules and regulations promulgated by the River District Association from time to time. To the extent specifically required by the Fifth Supplement or South Carolina law, the Association Board shall comply with the following procedures prior to imposition of sanctions (and the Association Board shall specifically have the right to impose sanctions for violations of these Bylaws, the Fifth Supplement, the Articles, and/or the rules and regulations, in the maximum amount provided for thereby with respect to the particular violation, or, if no amount is specified therein with respect to the violation, then in the maximum amount of \$100.00 per day until the violation is cured and remedied):

8.1. Notice and Response. The Association Board or its delegate shall serve the alleged violator with written notice, by certified mail, return receipt requested, (a) describing the alleged violation or property damage which is the basis of the proposed sanction or amount due to the River District Association, as applicable, (b) describing the proposed sanction to be imposed, (c) informing the alleged violator that he or she has fifteen (15) days after receipt of the notice to present a written request for a hearing by the Association Board or the Covenants Committee, if one has been appointed pursuant to Article 5, and (d) informing the alleged violator that he or she may avoid the proposed sanction by curing the violation within a reasonable cure period stated in the notice (being the cure period set forth for the violation in the Fifth Supplement, if one is set forth therein with respect to the particular violation), except that the River District Association shall have no obligation to provide a cure period, unless otherwise specifically required by the Fifth Supplement, if the alleged violator has been given notice of a similar violation within the preceding six months. If the hearing is to be held before a Covenants Committee, the notice shall also state that the alleged violator has the right to appeal the decision of the Covenants Committee to the Association Board.

The alleged violator shall respond to the notice of the alleged violation in writing within such fifteen (15) day period, regardless of whether the alleged violator is challenging the

imposition of the proposed sanction, or the proposed sanction shall be imposed. If the alleged violator cures the alleged violation and notifies the Association Board in writing within such fifteen (15) day period the Association Board may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations oldie same or other provisions and rules by any Person.

Prior to the effectiveness of sanctions imposed, pursuant to this Article, proof of proper notice shall be placed in the minutes of the Association Board or Covenants Committee, as applicable. 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, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

8.2. Hearing. If a hearing is requested within the allotted fifteen (15) day period, the hearing shall be held before the Covenants Committee, or if one has not been appointed, then before the Association Board in executive session within thirty (30) days after receipt of the alleged violator's request. The Association Board shall notify the alleged violator at least five (5) days prior to the hearing of the time, date, and place of the hearing. At the hearing, the alleged violator shall be afforded a reasonable opportunity to be heard and shall be entitled to make an audio recording of the hearing. The minutes of the meetings of the Association Board or Covenants Committee, as applicable, shall contain a written statement of the results of the hearing (i.e., the Association Board's or Committee's decision) and the sanction, if any, to be imposed. Written notice of the decision shall be mailed to the violator within seven (7) days after the hearing. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed unless the violation is cured within the cure period stated in the notice.

8.3. Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Association Board. To exercise this right, the violator must deliver a written notice of appeal to the River District Association's manager, President, or Secretary within ten (10) days after the hearing date.

## Article 9 Miscellaneous

9.1. Fiscal Year. The Mater Association's fiscal year shall be the calendar year unless the Association Board establishes a different fiscal year by resolution and the same is adopted by appropriate filings made with the applicable taxing authorities.

9.2. Parliamentary Rules. Except as may be modified by Association Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of River District Association proceedings when not in conflict with South Carolina law, the Fifth Supplement, the Articles, or these Bylaws. However, at any River District Association proceeding, the body holding such proceeding may elect to dispense with such rules for purposes of discussion, but such rules shall be reinstated prior to any vote being taken, motion being made, or decision being passed upon a matter.

9.3. Conflicts. If there are conflicts among the provisions of South Carolina law, the Articles, the Fifth Supplement, the Declaration, these Bylaws, and the rules and regulations promulgated by the River District Association from time to time, the provisions of South

Carolina law, the Fifth Supplement, the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations promulgated by the River District Association from time to time (in that order of priority) shall prevail and be controlling.

9.4. Books and Records.

(a) Maintenance of Book and Records. The River District Association shall maintain the following books and records, either in written form or in a form capable of conversion into written form within a reasonable time: appropriate accounting records; minutes of all meetings of the Association Members and the Association Board; a record of all actions taken by the Association Members and the Association Board without a meeting; a record of all actions taken by committees appointed by the Association Board; a membership roster reflecting the name and mailing address of all Association Members, in alphabetical order, along with the address of each Parcel within the River District owned by the Association Member, and the number of votes allocated to each Association Member.

The River District Association shall maintain at its principal office copies of the following documents:

- (i) its Articles and Bylaws, and all amendments thereto currently in effect;
- (ii) Association Board resolutions relating to the rights, limitations, and obligations of Association Members;
- (iii) the minutes of all membership meetings and records of all actions approved by the Association Members for the last three years;
- (iv) all written communications directed to the Association Members generally within the three (3) most recent years;
- (v) copies of the financial statements for the three most recent years;
- (vi) a list of the names and business or home addresses of its current directors and officers; and,
- (vii) its most recent annual report filed with the South Carolina Secretary of State.

(b) Turnover of Books and Records. Within sixty (60) days after the Class B Association Member Expiration Date, the Declarant shall deliver to the River District Association all property, books and records of the River District Association in the Declarant's possession.

(c) Inspection by Association Members and Mortgagees. Within five (5) days after receipt of a written request to inspect the River District Association's books and records, the Association Board shall make available for inspection and copying by any Association Member, any holder, insurer, or guarantor of a first mortgage (as defined in the Fifth Supplement) on a Parcel within the River District, or the duly appointed representative of any of the foregoing, at any reasonable time and location as the Association Board may specify, any of the books and

records listed in Section 9.4.(a) and specified in such written request, provided that such Persons shall only be entitled to inspect the books and records enumerated in Sections 9.4(a)(i) through (vii) if the request for inspection is made in good faith and for a proper purpose, the requesting party describes with reasonable particularity the purpose and the records the party desires to inspect, and the records are directly connected with that purpose.

(d) Rules for Inspection. The Association Board shall establish rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and,
- (iii) payment of the cost of reproducing documents requested.

(e) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all River District Association books, records, and documents and the physical properties owned or controlled by the River District Association. A director's right of inspection includes the right to make a copy of relevant documents at the River District Association's expense.

#### 9.5. Notices.

(a) Form of Notice and Method of Delivery. Except as otherwise provided in the River District Association or these Bylaws or by South Carolina law, all notices, demands, bills, statements, or other communications under the River District Association or these Bylaws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail, with written confirmation of transmission.

(b) Delivery Address. Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Association Member, at the address, telephone facsimile number, or e-mail address which the Association Member has designated in writing and filed with the Secretary, or, if no such address has been designated, at the address for the Association Member's Parcel within the River District as is listed in the York County tax records;

(ii) if to the River District Association, the Association Board, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the River District Association or its managing agent, or to such other address as the River District Association shall designate by notice in writing to the Association Members pursuant to this section; or,

(iii) if to the Declarant, at the address specified in the Fifth Supplement or as appears on the Secretary of State's records, or at such other address as the Declarant shall designate by notice in writing to the River District Association pursuant to this section.

(iv)

(c) Effective Date. Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U.S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address that accepts delivery; or,

(iii) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

9.6. Amendment. Until the Class B Association Member Expiration Date, the Declarant may unilaterally amend these Bylaws for any purpose. Thereafter, the Declarant may unilaterally amend these Bylaws: (i) to correct clerical, typographical or technical errors; (ii) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; or (iii) to satisfy the requirements of any local, state, or federal governmental agency.

Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Association Members entitled to cast at least sixty seven percent (67.0%) of the total votes in the River District Association, and the consent of the Declarant, for so long as the Declarant owns any part of the Development Property. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. In addition, no amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

Any amendment adopted by the Association Members pursuant to this Section 9.6. shall be prepared and signed by the President or Vice President and by the Secretary or Treasurer of the River District Association certifying that the requisite approval was obtained. Amendments to these Bylaws shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.