

STATE OF SOUTH CAROLINA      )  
                                    )  
COUNTY OF RICHLAND      )  
                                    )  
                                    ) DECLARATION OF COVENANTS,  
                                    ) CONDITIONS AND RESTRICTIONS -  
                                    ) CLEMSON ROAD OFFICE PARK

THIS DECLARATION is made as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by SB Communities II, LLC, a South Carolina limited liability company, (hereinafter referred to as "Declarant"),

#### ARTICLE I RECITALS

1.01 Declarant is the owner of certain commercial real estate located within the development known as Clemson Road Office Park which is located in the county of Richland, State of South Carolina which is described in the attached Exhibit "A" (the "Property"). As used herein "Clemson Road Office Park" shall be deemed to include the Property.

#### ARTICLE II GENERAL PROVISIONS

2.01 Establishment of Covenants.

Declarant hereby declares that the Property shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the covenants herein set forth, each and all of which is and are for, and shall inure to the benefit of and pass with, each and every parcel of the Property and shall apply to and bind the heirs, assignees and successors in interest of any owner.

2.02 Purpose of Covenants.

The general purpose of this Declaration is to ensure that the Property, which is and shall be known as Clemson Road Office Park, will be developed, improved and used in such a manner that:

- (a) Improvements located therein will provide a harmonious and appealing appearance and function;
- (b) Land uses and functions therein will be compatible and complementary; and,
- (c) Future owners of land therein will be protected against any use of other land located in Clemson Road Office Park which might unreasonably depreciate or detract from the value and use of their land.

The specific purpose of this Declaration is to provide a means for creating, maintaining, controlling and preserving the Property as a high quality office park, as permitted by applicable

zoning classifications.

2.03 Definitions.

(a) Association

Association shall mean the Owner's Association created pursuant to Article VIII of this Declaration.

(b) Common Area

Common Area shall mean any land or easement maintained by and/or conveyed to the Association for the use of all owners of real estate in the Property.

(c) Declarant

"Declarant" shall mean SB Communities II, LLC.

(d) Improvements

"Improvements" shall mean and include, but not be limited to, buildings, outbuildings, underground installations, slope alterations, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, windbreaks, plantings, planted trees and shrubs, poles, signs, utilities, water lines, sewer, electrical and gas distribution facilities, loading areas and all other structures or landscaping improvements of every type and kind.

(e) Occupant

"Occupant" shall mean any person, corporation, partnership or organization who or which has purchased, leased, rented, or is otherwise legally entitled to occupy and use any Site or part thereof.

(f) Owner

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, or fee simple title to any Site, or portion thereof if developed under any form of common ownership, but excluding those holding such interest merely as security for the performance of an obligation.

(g) Property

Property shall mean that certain real property described on Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(h) Site

"Site" shall mean all contiguous land under one ownership (which shall include all of any parcel

subjected to common use or common ownership by more than one person or entity), but shall not include any Street Right-of-Way or other part of the Property at any time owned by any governmental entity for roads or other facilities related to development of the Property or common areas, including easements.

(i) Street Right-of-Way

“Street Right of Way” shall mean any right of way dedicated for use as a public road.

ARTICLE III  
PERMITTED AND PROHIBITED USES

3.01 Permitted Uses

The Property is to be a subdivision for general office use, and other services as permitted by applicable zoning classifications, and which are, in the opinion of the declarant, harmonious with the intent of those restrictions. All uses permitted will be subject to the zoning ordinances of Richland County or other municipal authority having Jurisdiction over the Property.

3.02 Prohibited Uses

No operation or use shall be permitted or maintained which causes or produces any of the following effects discernible outside of buildings or affecting any adjacent property:

- (a) Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;
- (b) Smoke;
- (c) Noxious, toxic or corrosive fumes or gases;
- (d) Obnoxious odors;
- (e) Dust, dirt or fly ash;
- (f) Unusual fire or explosive hazards;
- (g) Vibration;
- (h) Any other activity which creates a nuisance or is not harmonious with the intent of these Protective Covenants.

Determination of violation or any of the above to be at the discretion of the Declarant.

3.03 Subdivision,

No Site shall be subdivided and no dedication of any part of a Site for a public road or private right-of-way shall be made without the prior written consent of Declarant.

3.04 Site Maintenance.

(a) Vacant Site.

The Owner of every Site or part thereof shall, after acquisition and before commencement of construction, keep the Site free of weeds and underbrush, and shall have it maintained regularly so that it will at all times present a neat and attractive appearance.

(b) Improved Site.

The Owner of every Site or part thereof shall, during and after completion of construction, at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all governmental, health, fire and police requirements and regulations and shall remove at his or its own expense any rubbish of any character whatsoever which may accumulate on his or its Site or part thereof. Where the property line of any Site or part thereof abuts a Street Right-of-Way, the obligations imposed hereunder shall extend to the edge of the street pavement.

(c) Failure to Comply.

In the event any Owner fails to comply with any or all of the aforesaid requirements as reasonably determined by Declarant, or the Association, as the case may be, within ten (10) days after written notice thereof, the Declarant or the Association shall have the right, privilege and license to enter upon the Site and make any and all corrections or improvements that may be reasonably necessary to meet such requirements, all at the sole cost and reasonable expense of such Owner. If any such cost is not paid within ten (10) days after such Owner is notified of the amount, it shall become a lien upon the Site and be enforceable as provided in Section 8.10.

## ARTICLE IV REGULATION OF IMPROVEMENTS

4.01 Minimum Setback Lines and Standards

(a) No commercial structure will be constructed within (50) feet of Clemson Road and no part of any structure of any kind shall be placed within any right of way, easement or setback line other than provided by applicable county zoning ordinances. All other setback requirements shall be governed by applicable county zoning ordinances.

(b) Because the size and topography of each Site is different, the required set-back from front, side and rear lot lines shall, subject to applicable law, be determined and stated by Declarant for

each Site, based upon the proposed use, layout of improvements, the locations and amount of parking, landscaping, the shape and size of the Site, aesthetics, the use and lay-out of other Sites in the vicinity, and such other considerations as are deemed relevant by Declarant.

#### 4.02 Construction

- (a) Exterior design and finishes of the buildings to be constructed shall be first approved by Declarant.
- (b) After commencement or construction of any Improvements, the work thereon shall be diligently prosecuted, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner of every Site, or part thereof, shall at all times keep contiguous public and private streets and areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of improvements.

#### 4.03 Excavation.

No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an Improvement and upon completion thereof, exposed openings shall be back-filled and disturbed ground shall be leveled, graded and seeded, as provided on the plans for landscaping required by Section 4.04 hereof.

#### 4.04 Landscapeing.

- (a) Every site shall be landscaped according to plans approved as specified herein and maintained thereafter in a sightly and well kept condition.
- (b) The Owner of every Site or part thereof shall landscape, irrigate and maintain all areas between the property lines and the building, and where such property lines abut a Street Right-of-Way, landscaping shall be maintained to the edge of the pavement, or as close thereto as is permitted by the governmental authority owning and/or maintaining it. The area between paved streets and the setback lines shall be used exclusively for landscaping, except for walks and driveways bisecting the required landscape area and except for permitted parking areas.
- (c) Landscaping, as approved by Declarant, shall be installed within sixty (60) days of occupancy or completion of the building, whichever occurs first.
- (d) The Owner of every Site or part thereof shall at all times maintain the required landscaping in a sightly and well kept condition, including without limitation such replanting and replacement as is from time to time required. The Owner will provide hose bibs, underground lawn irrigation systems, or other appropriate facilities acceptable to Declarant in the vicinity of the landscaped areas in order to facilitate their maintenance.

(e) Should the Owner of any Site or part thereof fail to remedy any deficiency in the maintenance of the landscaping within ten (10) days after written notice thereof, Declarant or Association hereby expressly reserves the right, privilege and license to go on the Site for the purpose of performing, and to perform, any maintenance, to make any reasonable improvements and/or to take any corrective action in landscape maintenance, as Declarant, in its reasonable discretion, shall deem to be required under this agreement, all at the expense of the Owner, and if such cost is not paid Declarant within ten (10) days after written notice to the Owner of the amount, it shall become a lien upon the Site and be enforceable as provided in Section 8.10.

#### 4.05 Signs

(a) Plans and specifications for the construction, installation or alteration of all outdoor signs, including individual business identification signs, traffic, direction or billboard signs, shall be first submitted to and have the written approval of Declarant. Signage for individual buildings and/or tenants shall comply with the uniform signage design which has been developed by Declarant.

(b) No temporary signs shall be permitted without the prior approval of the Declarant, the approval of which shall not be unreasonably withheld. Such signage shall comply with the aforementioned uniform signage design.

#### 4.06 Parking Area

(a) Adequate off street lighted parking shall be provided by the Owner of every Site or part thereof to accommodate all parking needs for his or its employees, visitors, and company vehicles, and shall comply with any applicable provisions of the zoning ordinances. The intent of this provision is to eliminate the need for any on-street parking. If parking requirements increase as a result of a change in use or number of employees, visitors and/or company vehicles, additional off-street parking shall be provided by the Owner to satisfy the intent hereof, provided, however, that such additional parking shall not, as determined by Declarant, conflict with the approved landscape plans for the Site or any other provision of these protective covenants.

(b) All driveways and parking areas shall be paved with a hard dust free surface.

(c) Parking lot design and lighting shall be first approved by Declarant prior to construction.

(d) Subject to the provisions of subparagraph (e) of this Section 4.06, parking shall not be permitted:

1. Between street pavement and property line;
2. Closer to a street right of way than is approved by Declarant, which may be no less than twenty-five (25) feet, or no less than fifteen (15) feet from any other property line; and

Lighting shall comply with the following:

3. Parking lot lighting standards shall not exceed twenty (20) feet in height without permission of the Declarant.

(e) Because the size and topography of each Site is different, the required set-back from front, side and rear lot lines shall, subject to applicable law, be determined and stated by Declarant for each Site, based upon the proposed use, layout of Improvements, the location and amount of parking, landscaping, the shape and size of the Site, aesthetics, the use and lay-out of other Sites in the vicinity, and such other considerations as deemed relevant by Declarant.

#### 4.07 Storage and Loading Areas

(a) No materials, supplies or equipment, except during the construction of Improvements shall be stored in any area except inside an approved and enclosed building.

(b) Loading docks, if any, shall be located in rear or side yards, shall be screened to minimize the exposure from the street, and the location and plans therefor shall be subject to the prior written approval of Declarant.

#### 4.08 Specific Prohibitions

Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the property:

##### (a) Temporary Improvements

No temporary buildings or other improvements of a temporary nature, including without limitation trailers, tents and shacks, shall be permitted on the Property. Temporary improvements used solely in connection with the construction of permanent approved improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.

##### (b) Antennas

No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on any site outside any building whether attached to an Improvement or otherwise, without the prior written approval of the Declarant.

##### (c) Service Lines

No service lines shall be constructed, placed or maintained anywhere in or upon the property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved Improvements, except that

electrical transformers may be permitted if properly screened and approved by the Declarant. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved Improvements, nor the installation of permanent outdoor safety light poles. The foregoing shall not apply to transmission lines to be provided by Declarant now or hereafter existing on the Property. It is the intent of Declarant to locate all future transmission lines in such a manner that they shall be as inconspicuous as possible. As used herein, the term "service line" shall include electric, cable television and telephone poles, wires, cables, conduits and/or equipment or other devices for the conveyance and use of electricity, telephone, radio and television signals on any site or part thereof. As used herein the term "transmission line" shall include such master electric, cable television and telephone poles, wires, cables, conduits, and/or equipment or other devices for the conveyance and use of electricity, telephone, radio and/or television signals to the Sites or parts thereof, and from which the service lines run.

(d) Service Screening, Storage Area

Garbage and refuse containers shall be concealed and contained within buildings or shall be concealed by means of vegetation or screening walls of material similar to and compatible with that of the building. These elements shall be integrated with the concept of the building plan, be designed so as not to attract attention and shall be located in the most inconspicuous manner possible.

(e) Streets, Drives, Curbs and Walks

Streets, drives, curbs and walks shall be constructed or altered in accordance with plans and specifications submitted to and approved in writing by the Declarant.

(f) Storage Tanks

No storage tanks, including, but not limited to, those used for storage of water, gasoline or propane gas, shall be permitted on the property unless approved by the Declarant in writing.

(g) Mailboxes

No mailboxes shall be permitted on the Property except as approved by the Declarant in writing.

(h) Air Conditioning Equipment

No air conditioning equipment which is visible on the exterior of any improvements shall be permitted on the Property unless approved by the Declarant in writing. Approval shall be based upon adequacy of screening and/or landscaping of such equipment.

(i) Fences

No fence will be erected unless first approved in writing by Declarant, who will consider, among other things, the height, location and its materials, in order to ensure the compatibility with the overall development of the Property.

(j) Exterior Materials and Colors

Finish building materials shall be applied to all sides of a building and shall be masonry, unless otherwise approved by Declarant. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. Declarant shall have the sole right to approve or disapprove such materials and colors.

(k) Repair of Buildings

No building or other Improvement shall be permitted to fall into disrepair. Each Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Declarant. Should the Owner or Occupant of any Site or part thereof fail to remedy any deficiency in the repair and maintenance of any building or other Improvement as provided above, within thirty (30) days after written notice thereof, Declarant and/or Association shall have the right, privilege and license to make any and all reasonable repairs at the expense of the Owner. If such cost is not paid within ten (10) days after written notice to the Owner of the amount, it shall become a lien upon the Site and enforceable as provided in Section 8.10.

(l) Removal of Trees

No trees eight inches (8") or larger shall be removed without prior written approval of Declarant, which approval shall not be unreasonably withheld.

**4.09 Easements Reserved for Declarant.**

In addition to easements shown on recorded plats, Declarant reserves unto itself, its successors and assigns, and for public and private utility companies providing utility services to the Property, perpetual utility easements of fifteen (15) feet in width along all property lines for the installation, maintenance and repair of under, on and above ground utility lines and surface water flow.

**ARTICLE V**  
**APPROVAL OF PLANS**

**5.01 Plans Submission**

Before commencing the construction or alteration of all buildings, enclosures, fences, loading docks, parking facilities, storage yards, storage tanks, landscaping or any other structures or permanent Improvements on or to any Site or part thereof, the Owner of every such Site or part thereof shall first submit plans, specifications and landscape plans, in duplicate, to the Declarant for its written approval, as hereinafter provided. One such copy of said plans, specifications and

landscape plans will become the sole property of the Declarant.

#### **5.02 Requirements**

(a) No Improvement shall be erected, placed or altered on any Site or part thereof until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefor and structural design, signs and landscaping shall have been submitted to and approved in writing by Declarant. Such plans and specifications shall be submitted in writing over the signature of the Owner of the Site or part thereof, or his or its authorized agent, and shall be accompanied by the request of such Owner or agent specifying for which part of such plans and specifications approval is sought. Nothing herein shall be construed to require the submission of plans for the alteration of the interior of an existing building, or the approval thereof, unless any planned interior alteration will substantially change the primary use of the improvements.

#### **5.03 Review Standards**

Approval shall be based, among other things, on adequacy of Site dimensions; storm drainage considerations; conformity and harmony of external design with neighboring structures, Improvements, operations and uses; relation of topography, grade and finished ground elevation of the Site being improved to that of neighboring sites; proper facing of main elevation with respect to nearby streets; general guidelines as established by Declarant from time to time; and conformity of the plans and specifications to the purpose and general plan and intent of these covenants.

#### **5.04 Time for Approval**

If Declarant fails either to approve or to disapprove such plans and specifications within thirty (30) days after the same have been submitted in writing to it, the approval required by this Article V shall no longer be required for such plans and specifications.

#### **5.05 Disapproval**

Whenever Declarant disapproves such plans and specifications, the disapproval shall be accompanied by a written statement of the reason or reasons of such disapproval.

#### **5.06 Period Approval Effective**

Approval granted by Declarant shall be effective for a period of one year from the date the approval is given, or one year from the expiration of the thirty (30) day period specified in Section 5.04 hereof where approval is not expressly granted or denied. If construction has not commenced within the said one year period, the approval shall be deemed expired, and no construction shall thereafter commence without a written renewal of such prior approval.

#### **5.07 Limitation of Declarant's Liability**

Neither Declarant or its successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner or Occupant of land affected by this Declaration, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person, corporation, partnership or organization who submits plans to Declarant for approval agrees, by submission of such plans, and every Owner or Occupant of any of the Property agrees by acquiring title thereto or an interest therein, that he or it will not bring an action, proceeding or suit against Declarant to recover any such damages. In case of conflict between review and the covenants herein contained, these covenants shall govern the rights and obligations of the parties. Declarant's approval of any building plans, specifications, site or landscape plans or elevations or any other approvals or consents given by Declarant pursuant hereto or otherwise, is given solely to protect the aesthetics of Clemson Road Office Park and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereon complies with, or is not in violation of, any applicable laws, rules or regulations, and by taking title to or leasing any part of Declarant's property, the Owner and/or Occupant, for themselves, and their heirs, successors and assigns, do hereby expressly release and relieve Declarant of any and all liability in connection therewith.

## ARTICLE VI ENFORCEMENT

### 6.01 Reciprocal Rights; Covenants Run With Land

All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Site or part thereof in favor of every other Site or part thereof; shall create reciprocal rights and obligations between the respective Owners of all Sites and privity of contract and estate between all grantees and lessees of said Sites or parts thereof, their heirs, successors and assigns; and shall as to the Owner of each Site, his heirs, successors and assigns operate as covenants running with the land, for the benefit of all other Sites or parts thereof.

### 6.02 Attorney's Fees

In any legal or equitable proceeding hereunder, including actions for the enforcement of or to remedy the violation of these covenants or any provision hereof, the Declarant and/or Association shall be entitled to recover attorney's fees and costs. Such fees shall become a lien against the Site owned by the losing party and be enforceable as provided in this Declaration. All remedies provided herein and/or otherwise available, at law or in equity, shall be cumulative and not exclusive.

### 6.03 Inspection

Declarant may from time to time at any reasonable hour or hours, enter upon and inspect any property or Improvements subject to these restrictions to ascertain compliance therewith.

#### 6.04 Declarant's Right to Cure Violations

In the event any Owner or Occupant of a Site or part thereof violates any of the provisions hereof and fails to cure same within thirty (30) days (or such shorter time as may be provided elsewhere herein as to specific matters) after the receipt of written notice from Declarant to do so, the Declarant or Association hereby expressly reserves the right, privilege and license to enter upon the Site and take any action to cure such violation, and all reasonable costs thereof shall be at the expense of the Owner. If the cost of so doing is not paid within ten (10) days after written notice to the Owner of the amount, it shall become a lien upon the Site and be enforceable as provided in Section 8.10. In addition, Declarant may pursue any other legal remedies available to it to enforce the covenants and restrictions set forth herein.

#### 6.05 By Whom Enforceable

These covenants may be enforced by the Declarant, any Owner, or the Association after it is organized, but none of them shall have any obligation to do so nor be liable to any one in the event of their failure to do so.

#### 6.06 Specific Enforcement

All provisions of these covenants shall be specifically enforced by any court of competent jurisdiction upon petition by any party entitled to enforce them as herein provided.

#### 6.07 Failure to Enforce Not a Waiver of Rights

The failure of Declarant or any Owner of any of the Property to enforce any covenants herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other provision of this Declaration.

### ARTICLE VII TERM, TERMINATION, MODIFICATION AND ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES

#### 7.01 Term

This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of twenty (20) years from the date of recordation hereof, after which it shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by vote of a majority of the members of the Association, modifying or terminating this Declaration, has been recorded.

## 7.02 Termination and Modifications

This Declaration, or any provision hereof, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of the Owners of fifty-one percent (51%) of the Property subject to these restrictions, based on the number of square feet owned as compared to the total number of square feet of land constituting the Property, provided, however, that so long as Declarant owns any portion of the Property, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant. No such termination, extension, modification or amendment shall be effective until a proper Instrument in writing has been executed and acknowledged and recorded in the Office the Register of Deeds for Richland County, South Carolina.

## 7.03 Assignment of Declarant's Rights and Duties

Any and all rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation, partnership or organization which will assume the position of Declarant pertaining to the particular rights, powers and reservations assigned. Upon any such person, corporation, partnership or organization's evidencing its consent in writing to accept such assignment and assume such position, he or it shall, to the extent of such assignment, have the same rights and powers as are reserved herein by Declarant and be subject to the same obligations, if any, which then exist by reason of this Declaration.

# ARTICLE VIII OWNER'S ASSOCIATION

## 8.01 Creation, Membership

The Declarant shall cause to be incorporated under the laws of the State of South Carolina a non-profit corporation to be named "Clemson Road Office Park Office Park Property Owner's Association", or a similar name (the "Association"). Upon organization, every Owner as defined in this Declaration, shall become a member of the Association. The Association shall be governed by a board of directors consisting of five (5) members. The Association will be governed by the provisions of this Article VIII.

## 8.02 Election of Directors

The initial board of directors will be named by Declarant and set forth in the Articles of Incorporation. The right of Declarant to name all or part of the Board of Directors thereafter shall be as provided in section 8.07 of this Article VIII.

## 8.03 Members

Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of a Site, in the event of multiple

ownership of a Site, the co-owners of such Site shall be considered as one Owner for voting purposes. The Property will include the land described on Exhibit A hereto and any additional land hereafter added thereto. Declarant, so long as it owns any land in the Property, shall be a member (but ownership of common areas and Street Rights-of-Way shall not be counted in determining the number of votes to which it is entitled as provided in Section 8.08 of this Article VIII), but only to the extent it owns land in a part of Clemson Road Office Park which is subject to this Declaration.

#### 8.04 Association Maintenance

The Association shall, except as provided in section 8.05, at its expense maintain all common areas, including easements, Right-of-Way easements, so designated on plats recorded by Declarant, median strips in public roads, buffer strips, lakes, medians (or islands) in the roads and at entrances to Clemson Road Office Park, signs identifying Clemson Road Office Park and all decorative structures and other amenities located in medians or common areas; provided, however, that such obligation of the Association shall not commence as to any such Improvements until it receives the notice provided in Section 8.05 next following.

#### 8.05 Capital Improvements and Interim Maintenance

Declarant reserves the right, at its sole cost and expense, to provide in the Common Areas such of the improvements as described in Section 8.04 as it shall determine in its discretion from time to time. Declarant will at its expense maintain such Improvements until all planned Improvements in a defined (by Declarant) part of the Property are complete and it notifies the Association in writing that the Association's responsibility for maintenance will begin. Such notice shall describe the area to which it applies. The Declarant shall in its sole discretion determine when such Improvements in an area are complete and when thereafter the Association will become responsible for maintenance, and areas turned over to the Association for maintenance from time to time need not conform to a recorded plat. Notwithstanding the foregoing, Declarant may add capital Improvements to areas after the Association has become responsible for maintenance, provided only that Declarant will pay all costs related thereto and will restore the area of such work to substantially the same condition as existed prior to such additional work.

#### 8.06 Common Areas and Easements, Ownership

At such time as Declarant determines in its sole discretion, it will convey or dedicate to the Association, and the Association will accept, all of the right, title and interest of Declarant in and to any portion of the common areas and easements, for which the Association will, as provided herein, become responsible for maintenance. Such conveyance of title may be made before, concurrently with or after the Association becomes responsible for maintenance thereof, as determined by Declarant.

#### 8.07 Declarant's Right to Name Directors

For so long as Declarant is the owner of any part of the Property, Declarant shall be entitled to designate all five directors. The number of directors will not be changed so long as Declarant is entitled to designate any directors. At such time when Declarant owns none of the Property, all directors shall be elected as provided in Section 8.08.

#### 8.08 Election of Directors

Subject to the provisions of Section 8.07, each member of the Association shall be entitled to one vote for each acre of land, or fraction of an acre one-half or more, in the election of directors, and in all other matters on which the members are entitled to act. Directors shall be elected annually to serve one year.

#### 8.09 Funding

Funds to operate the Association will be provided by assessment of its members. The amount of such assessment shall be fixed from time to time by a meeting of the members called by the Board of Directors for the purpose. At such meeting the Board of Directors shall submit to the members its estimate of the total cost to be incurred by the Association for the upcoming year, or such other period as shall be proposed by the Board of Directors, and each member shall thereupon become liable for his, her or its pro rata share of such total, based upon the ratio of the number of acres owned by each to the total number of acres owned by all members, which shall be payable as determined by the Board of Directors. For this purpose, common areas, including easements, so designated on recorded plats and Street Rights-of-Way shall not be deemed owned by any member. For purposes of such assessment, Declarant shall be deemed a member to the same extent as an Owner with respect to any land owned by it in the area for which the Association has become responsible for maintenance.

#### 8.10 Unpaid Assessments

Any assessments by the Association which are not paid by an Owner within such reasonable time as shall be designated by vote of the members at the meeting at which the assessment is made, or in the by-laws of the Association, shall bear interest at a rate per annum determined by the Board of Directors or as provided in the by-laws, from such date until paid, and shall constitute a lien upon the Site(s) owned by such member. Such lien shall have priority over all liens, including without limitation, mortgages, or any other lien hereafter placed upon any Site, except a first mortgage securing a loan by a bona fide institutional lender, to which such lien shall be subordinate. The amount of any such lien may be enforced by suit or otherwise, at the election of the Association, and the Owner will reimburse the Association for all attorney's fees and expenses incurred in so doing, the amount of which shall also constitute a lien on the Site as herein provided.

#### 8.11 Management Agent

The Board or Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services

as the Board of Directors shall authorize. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

## ARTICLE IX MISCELLANEOUS PROVISIONS

### 9.01 Constructive Notice and Acceptance

Every person, corporation, partnership or organization, who or which now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person, corporation, partnership or organization acquired such right, title or interest.

### 9.02 Paragraph Headings.

Paragraph headings, where used herein, are inserted for convenience of reference only, are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer, and accordingly shall not be deemed or construed to affect the meaning of any provision hereof.

### 9.03 Effect of Invalidation

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

### 9.04 Written Notice

Whenever written notice is required or specified herein, such written notice shall be deemed made and given only when delivered in person or deposited in the United States mail, postage paid and addressed to the last known address of the addressee. All such notices shall be hand-delivered or sent certified mail, return receipt requested or by Federal Express or other recognizable overnight courier.

### 9.05 Exceptions

Declarant reserves the right to grant exceptions to any of the provisions contained in this Declaration. Such exceptions shall be granted by Declarant only when, in its sole opinion, the exception will not violate the general intent or purpose of this Declaration. Every exception granted by Declarant shall be made in writing in recordable form, and shall be recorded. The granting of any exception with respect to any Site or part thereof shall not be deemed an amendment of this declaration except to the extent specifically set forth in such exception, shall not entitle any Owner or Occupant to similar rights or privileges and shall create no negative reciprocal easements in favor of any other party. In no event shall Declarant be liable to any party for granting exceptions hereto or making or permitting amendments hereof.

[signatures on following page]

In WITNESS WHEREOF Declarant has caused its name to be signed hereto, by its officer who is authorized to do so.

\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
SB Communities II, LLC, a South Carolina limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

4137.004/Commercial Covenants

## Bi-Annual 2017 Billing Statement Clemson Road Office Park POA

Statement Date: March 3<sup>rd</sup> 2017

The budget for 2017 is \$4,500.00, each member's dues for the first half of 2017 are listed in the table below. Each member's contribution is determined by the size of their lot. Checks should be made payable to Clemson Road Office Park POA. As most of you know the sign at the entrance to the office park was recently hit by a car again. No one was hurt in the accident. The driver's insurance is expected to cover all costs associated with fixing the sign.

		Acres	Percent	Dues
Lot 1A	Palmetto Family Medicine	2.90	35.40%	796.50
Lot 3	NE Family Podiatry	0.57	6.99%	157.28
Lot 4	Sandhills Veterinary Hospital	0.55	6.71%	150.98
Lot 4B	SB Communities II	0.42	5.12%	115.20
Lot 5	SB Communities II	1.31	15.98%	359.55
Lot 6	Sandhills Dentistry	0.59	7.20%	162.00
Lot 7	SB Communities II	0.70	8.50%	191.25
Lot 8	Karl Derrick	1.16	14.10%	317.25
<b>Total</b>		<b>8.20</b>	<b>100.00%</b>	<b>2250.00</b>

Sincerely,

**Bart Corboy**  
**112 Palmetto Park Circle**  
**Columbia, SC 29229**  
**(803) 240-3383**  
**sbcorboy@gmail.com**