

**STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
SUPPLEMENTAL AND AMENDATORY
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
APPLICABLE TO THE REFLECTIONS
OWNERS ASSOCIATION, INC.**

**STATEMENT OF PREPARATION IN RE
SUPPLEMENTAL AND AMENDATORY DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS
APPLICABLE TO THE REFLECTIONS OWNERS ASSOCIATION, INC.**

Between 1977 and 1998, members of Reflections Owners Association, Inc., depending upon whether they lived in the original development or in developments subsequently annexed to the Association, were subject to the particular Declaration of Covenants, Conditions and Restrictions (CCRs) affecting their respective neighborhoods. In 1995 certain members of the annexed developments sued the Association contending that their regime fees were being improperly spent on exterior maintenance to units in the original development. A trial was held and the matter resolved between the parties on terms set forth in a Settlement Agreement dated 1998. The Settlement Agreement contained terms that amended the original 1977 CCRs. Immediately following the Court-approved Settlement Agreement, a draft of an amended CCR was prepared by counsel but was found unacceptable in the form submitted. The matter of amending the 1977 CCRs became of low priority for succeeding Boards of Directors.

Although the Association was in compliance with the requirements of the Settlement Agreement, it was not until 2010 that the Board approved the recommendation of the Long Range Planning Committee to finalize the amendment process. It became apparent that amending the 1977 CCRs required more changes than simply including provisions from the Settlement Agreement such as consolidating the five existing CCRs (original, Southbury, Twin Oaks I, II and II Restated) into a single document, eliminating those provisions which had lapsed by time or circumstance (i.g., elimination of references to developers' interests such as membership and cumulative voting).

The first step in the process was to transcribe the original printed 1977 CCRs to a form that could be edited by computer. Member Anna Blythe performed that initial job. All subsequent editing was performed by members Chuck Stephen and Doris McAndrew through a series of working drafts. The final draft, denominated Supplemental and Amendatory Declarations of Covenants, Conditions and Restrictions Applicable to the Reflections Owners Association, Inc., was submitted to the Board of Directors for its review. Upon approval, the document was duplicated and copies submitted to the ROA membership for its review prior to the annual meeting on December 20, 2010, where it was approved and adopted.

Book 1680-357

2011028165 04/27/2011 11:11:13:430

Fee: \$58.00 County Tax: \$0.00

Amend to Restrictions

State Tax: \$0.00



2011028165 Richard W. Rodden

Richland County R.O.D.

WITNESSETH

WHEREAS, DECLARANT is the owner of certain hereinafter described lands located in Richland County, South Carolina; and

WHEREAS, DECLARANT is subject to certain covenants, restrictions, easements, charges and liens as set forth, respectively, in the Declaration of Covenants, Conditions and Restrictions Applicable to the Reflections Owners Association, Inc., dated May 5, 1977; Supplemental Declaration of Covenants, Conditions and Restrictions, dated March 13, 1986 (Southbury); Supplemental Declaration of Covenants, Conditions and Restrictions for Twin Oaks, dated October 25, 1990; Restated Supplemental Declaration of Covenants, Conditions and Restrictions for Twin Oaks Recorded in Deed Book D-1003 at Page 194, dated June 7, 1991; Supplemental Declaration of Covenants, Conditions and Restrictions for Twin Oaks at Reflections— Phase 2, dated June 22, 1993; and Reflections Owners Association Settlement Document Package, dated October 29, 1998; and

WHEREAS, DECLARANT, pursuant to above-referenced Declaration of Covenants, Conditions and Restrictions Applicable to the Reflections Owners Association, Inc., has been assigned the powers of maintain and administering the common properties including, but not limited to, open spaces, green spaces, utilities, common forest areas, roadways, lakes, streams, pools, bike and walking trails, tennis facility and buffer zones; and

WHEREAS, DECLARANT has deemed it inefficient, confusing and burdensome to administer the business and affairs of the Association as required by the covenants, restrictions and provisions contained in the above-referenced multiple Declarations and Settlement Document Package; and

WHEREAS, DECLARANT, for the efficient preservation of the values and amenities in said community, desires to incorporate and merge existing, amended and supplemental Declarations and Settlement Document Package into a single instrument applicable to the real property described herein; and

WHEREAS, DECLARANT also desires to eliminate certain language and references rendered obsolete and ineffective by subsequent events and the passage of time and to restate certain provisions for purposes of consistency and clarity; and

NOW, THEREFORE, DECLARANT declares that the real property described in Exhibit A hereto, and such additions thereto as may hereafter be made pursuant to Article XII hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1.1 "Architectural Committee" shall mean a committee created pursuant to Article V hereof.

Section 1.2 "Architectural Committee Rules" shall mean the rules adopted by the Architectural Committee.

Section 1.3 "Articles" shall mean the Articles of Incorporation of the ASSOCIATION as said Articles are amended from time to time.

Section 1.4 "ASSOCIATION" shall mean and refer to THE REFLECTIONS OWNERS ASSOCIATION, INC., a South Carolina nonprofit corporation, its successors and assigns.

Section 1.5 "Board" shall mean the Board of Directors of the ASSOCIATION.

Section 1.6 "By-Laws" shall mean the By-Laws of the ASSOCIATION as such By-Laws may be amended from time to time.

Section 1.7 "DECLARANT" shall mean and refer to the Reflections Owners Association, Incorporated, a South Carolina Corporation, as heretofore referred to, its successors and assigns.

Section 1.8 "Declaration", or "this Declaration", shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time to time, together with any and all Supplementary Declarations, which may be recorded from time to time pursuant to the provisions of Article XII hereof or any other provision of this Declaration.

Section 1.9 "Improvements" shall mean buildings, garages, carports, roads, driveways, walkways, parking areas, fences, walls, covered patios, porches, elevated porches, sun decks, balconies, utilities, swimming pools, drainage facilities, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every kind, nature and description.

Section 1.10 "Lands" shall refer to any land and improvements thereon erected that does not constitute a Lot or Unit and which is located within the boundaries of the Properties or any area annexed pursuant to Article XII hereof and including 1.15, 1.17 and 1.19.

Section 1.11 "Lot" shall mean and refer to any improved or unimproved parcel of land shown upon any recorded final subdivision, parcel or area map of any part of properties with the exception of the common properties as heretofore defined. Nothing herein shall, however, be construed as to anticipate, contemplate or require only detached, single-family dwellings upon the property described herein.

Section 1.12 "Manager" shall mean and refer to the managing agent, whether corporate or individual, retained by the ASSOCIATION on contract and charged with the maintenance and upkeep of the Common Area. The ASSOCIATION may retain a Manager at all times during the term of the Declaration.

Section 1.13 "Owner" shall mean and refer to the record owner (including the DECLARANT), whether one or more persons or entities, of a fee simple title to any Lot or Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.14 "Parking Area" shall mean and refer to all of those portions (if any) of the Common Area intended to be used for vehicle parking purposes.

Section 1.15 "Common Area" shall mean and refer to those areas of land and any improvements thereon, which are deeded to the ASSOCIATION and designated in said deeds as "Common Properties". The term "Common Area" shall include any personal property acquired by the ASSOCIATION if said property is designated as "Common Area". All Common Area is to be devoted to, and intended for, the common use and enjoyment of the owners/members of the Properties, (subject to any fee schedules and operating rules adopted by the ASSOCIATION) and may be, among others, used for sport, enhancement of value of property, engineering necessities, transportation of any or all owners of said Properties, etc.. The Common Area to be owned by the ASSOCIATION at the time of the conveyance of the first lot, or unit, is described as follows: See Exhibit A attached hereto and incorporated herein.

Section 1.16 "Prior Mortgage" shall refer to a mortgage as described and defined as such in Section 4.10 of the Declaration.

Section 1.17 "Properties" shall mean and refer to the real property described in Exhibit A (Section I), attached hereto, of this Declaration, together with such additional real property as hereafter becomes subject to the provisions of this Declaration pursuant to the provisions of Article XII of this Declaration.

Section 1.18 "Unit" shall mean and refer to any building or portion thereof, situated upon the Properties intended for use and occupancy by a single family and shall include, but not be limited to, townhouses, flats, patio homes, garden apartments and detached dwellings, including condominium units. Nothing herein shall be contemplated to require the establishment of any such unit.

Section 1.19 "Easement Area" shall mean that area necessary to maintain the exterior of units in accordance with Article VII, Section 7.01. Easements for other purposes shall be clear by giving their specific purposes and boundaries. It is expressly understood that no common utility lines shall run under any unit and no connecting lines shall run under any unit other than the one it serves.

Section 1.20 "Neighborhood" shall mean and refer to a group of similar residences located within a classified, named residential area within Reflections, e.g. Woodward Court, Southbury, Cassia Court, Ligustrum Lane, Shadow Creek, Ridgeland I, Ridgeland II, Gardenwood, Twin Oaks I, Twin Oaks II and any other Neighborhood areas annexed hereafter.

Section 1.21 "Original Reflections" shall mean and refer to the one hundred thirty-four (134) principally wood-sided homes in Reflections which were developed between 1976 and 1986 and include residences in the following Neighborhoods: Woodward Court, Cassia Court, Ligustrum Lane, Shadow Creek, Ridgeland I, Ridgeland II and Gardenwood.

Section 1.22 "Southbury" shall mean and refer to the Neighborhood containing twenty (20) brick veneer units annexed into the Association in 1986.

Section 1.23 "Twin Oaks I" shall mean and refer to the single family Neighborhood annexed into the Association in 1990.

Section 1.24 "Twin Oaks II" shall mean and refer to the single family Neighborhood annexed into the Association in 1993.

Section 1.25 "Limited Common Area" shall mean and refer to the Common Area that is unique to a particular Neighborhood (e.g., Southbury). Limited Common Area includes only open landscaping that is common to all of the homeowners within a specified Neighborhood. With regard to Original Reflections only, this also includes the areas immediately surrounding the Units within Original Reflections, which areas have been classified as "Easement Area" (as defined in Section 1.19 of the Declaration as recorded in the Office of the RMC for Richland County in Deed Book D422 at Page 979).

Section 1.26 "Exterior Maintenance Charges" shall mean and refer to the charges incurred to paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, walks, and other residential exterior improvements that existed at the time the Unit was originally constructed. This section shall apply to the one hundred thirty-four (134) units in "Original Reflections" only.

Section 1.27 "Equitable Assessment Method" shall mean and refer to the system of assessment used to determine the annual assessment amounts for each Unit within the Association by applying factors such as the type of Unit and services provided to the Unit based upon the nature of services set forth in the Supplemental Declaration annexing the property, pursuant to Article XII of the Declaration. This method shall incorporate the calculation of Common Area Charges, Common Area portion of the management charges and Limited Common Area Charges for all Lots or Units within the Association. It shall also incorporate the calculation of Limited Common Area Charges for each Neighborhood, paid for by the Owner beneficiaries of the Limited Common Area in the particular Neighborhood only and allocated for the benefit of the Limited Common Area in a particular Neighborhood. In addition, it shall incorporate the calculation of Residential Services charges, Residential Services management charges and Exterior Maintenance Charges in

Original Reflections and such other Neighborhoods as may, after the date of this Amendment, be annexed into the Association or may subsequently be provided with such services.

Section 1.28 "Limited Common Area Charges" shall mean and refer to charges including landscaping charges applied to and shared by or for the benefit of Lots and Units within a defined Neighborhood. These charges shall be assessed against the Lots or Units in the Neighborhood directly benefitting from said charges. Each Lot or Unit share of the Limited Common Area Charges shall be the same as other Lots and/or Units within the Neighborhood.

Section 1.29 "Reflections" shall mean and refer to the planned residential community governed by the Declarations and the Association.

Section 1.30 "Residential Services" shall mean and refer to services such as pest control, termite bond, cable television, garbage collection, and similar services provided to Units in Original Reflections and assessed only to Lots or Units where such services are provided by the Association whether or not the Unit or Lot Owner avails himself or herself of such services. These services are provided on a Neighborhood basis and will only be charged to the Units or Lots in the Neighborhood where such services are provided by the Association.

Section 1.31 "Base Assessment" shall mean and refer to the gross annual amount of calculated assessments made to any Unit pursuant to the Equitable Assessment Method before the addition of amounts for reserves and any applicable Special Assessments.

Section 1.32 "Assessment" shall mean the contribution of Unit and Lot Owners toward the expenses of administration and of maintenance and repair of the general Common Area elements and, in the proper case, of the Limited Common Area elements of the Association and toward any other expense lawfully agreed upon and allowed by the Declaration, as amended. No Owner is exempt from contributing toward such expenses by waiver of the use or enjoyment of the Common Area elements, Limited Common Area elements or provided services or by abandonment of the Unit or Lot. All Assessments hereunder shall be as provided in Article IV of the Declaration, as amended.

Section 1.33 "Special Assessment" shall mean the contribution of Unit and Lot Owners toward expenses voted on and approved by the Association as enumerated in Article IV of the Declaration, as amended.

Section 1.34 "Regime Fee" shall mean the monthly fee including any applicable Assessment and /or Special Assessment. The Association shall have a claim of lien against any Lot or Unit for unpaid Assessments as enumerated in Article IV of the Declaration, as amended.

ARTICLE II - PROPERTY RIGHTS

Section 2.1. Members' Easements of Enjoyment.

Every member of the ASSOCIATION shall have a right and nonexclusive easement of use and enjoyment in the Common Area and such easements shall be appurtenant to and shall pass with the title to every Lot, or Unit, subject to the following provisions:

- (a) The right of the ASSOCIATION to charge reasonable admissions or other fees for the use of any recreational facilities situated upon the Common Area; and
- (b) The right of the ASSOCIATION to limit the number of guests and to adopt Association rules regulating the use and enjoyment of the Common Area; and
- (c) The right of the ASSOCIATION, in accordance with its Articles and By Laws and with the assent of two-thirds (2/3) of members, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof of improving the Common Area and facilities and in aid thereof to mortgage said property or assign as security a portion of the income thereof, provided that the rights of such mortgagee shall at all times be subordinate to the rights of the Owners under the Declaration; and
- (d) The right of the ASSOCIATION to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot or unit remains unpaid, and for the period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (e) The right of the ASSOCIATION to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been approved by two thirds (2/3) of the votes of members; and
- (f) The limitation or use of parking spaces provided in this Article.

Section. 2.2. Delegation of Use.

Any member may delegate his right of use and enjoyment in the Common Area to the members of his single family, his tenants, or his guests in residence, or contract purchasers who reside on his Lot or Unit. The term "Single Family" shall mean a group of one or more persons each related by blood, marriage or legal adoption or a group of one or more persons not so related, together with their domestic servants, who maintain a common household in a dwelling upon a Lot or Unit.

Section 2.3. Parking.

Ownership of each Lot or Unit shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The ASSOCIATION shall permanently assign two (2) vehicle parking

spaces for each dwelling. Parking of trucks, boats, buses, trailers, motor homes, camping trailers and similar vehicles is prohibited, except in such areas as may be specifically provided for such vehicles.

ARTICLE III - THE ASSOCIATION

Section 3.1 Organization.

The ASSOCIATION is a nonprofit South Carolina corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles, the By-Laws, and the Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with the Declaration. In the event of any such inconsistency the provisions of the Declaration shall prevail. The officers and the directors of the ASSOCIATION shall be required to be members of the ASSOCIATION. The Board of Directors of the ASSOCIATION, and such officers as the Board may elect or appoint, shall conduct the affairs of the ASSOCIATION in accordance with the Declaration, the Articles and By Laws, as the same may be amended and supplemented from time to time.

Section 3.2. Membership.

(a) Qualifications.

Each Owner shall be a member of the ASSOCIATION and shall be entitled to one membership for each Lot or Unit owned. Ownership of a Lot or Unit shall be the sole qualification for membership in the ASSOCIATION.

(b) Member's Rights and Duties.

Each member shall have the rights, duties and obligations set forth in the Declaration, the Articles, the By-Laws, the Association rules, and the Architectural Committee rules, as the same may from time to time be amended.

(c) Transfer of Membership.

The ASSOCIATION Membership of each Owner shall be appurtenant to the Lot or Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Lot or Unit and then only to the transferee of title to such Lot or Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot or Unit shall operate automatically to transfer the membership in the ASSOCIATION appurtenant thereto to the new Owner thereof.

Section 3.3. Voting.

(a) Number of Votes.

All owners shall be entitled to one vote for each Lot, or Unit owned. If any Lot, or Unit is owned by more than one person, those persons shall decide among themselves how that one vote shall be cast. In no event shall more than one vote be cast for any Lot, or Unit.

(b) Joint Owner Disputes.

In the event that more than one person shall at any time be the Owner of any Lot or Unit, all such persons shall be Members and the vote for such Lot or Unit shall be exercised as such persons shall determine. In the event that joint Owners are unable to agree as to how their vote shall be cast, they shall lose their right to vote on the matter in question. In no event shall more than one vote be cast with respect to any Lot or Unit. If any Owner or Owners casts a vote representing a certain Lot or Unit, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot or Unit. In the event more than one vote is cast for a particular Lot or Unit, none of said votes shall be considered voted and said votes shall be deemed null and void.

(c) Amendments to the By-laws of the Association and the Declarations.

The By-Laws of the Association and the Declarations may be amended by the votes of Seventy (70%) percent of the members.

Section 3.4. Duties of the Association.

In addition to the powers delegated to it by its Articles, and without limiting the generalities thereof, the ASSOCIATION shall have the obligation to perform each of the following duties:

(a) Operation and Maintenance of Common Areas and Easement Areas.

To operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Area and Easement Area together with all easements for operation and maintenance purposes and for the benefit and enjoyment of the ASSOCIATION or its members over and within the Common Area and Easement Area; to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order, condition and repair; and to maintain any parking areas free and clear of obstructions and in safe condition for intended use at all times.

(b) Water and Other Utilities.

To acquire, provide and/or pay for water, sewer, garbage disposal, electrical, telephone and gas and other necessary utility services for the Common Area.

(c) Taxes and Assessments.

To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the ASSOCIATION and/or any property owned by the ASSOCIATION. Such taxes and assessments may be contested or compromised by the ASSOCIATION provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes. It is the intent of this Declaration that inasmuch as the interest of each Owner in the Common Area is an interest in real property on a proportionate basis appurtenant to each Lot or Unit, the value of the interest of each Owner to such Common Area shall be included in the assessment for each such Lot or Unit; as a result, any assessment directly against such Common Area shall be of a nominal

nature reflecting that the full value of the same has been included in several assessments of the various Lots and Units.

(d) Insurance.

To obtain from reputable insurance companies qualified to do business in the State of South Carolina and maintain in force at all times the following policies of insurance:

- i Fire and appropriate extended coverage and other appropriate physical loss and damage insurance on all improvements located in or upon Common Area. The Board shall have exclusive and sole discretion in determining appropriate insurance coverage consistent with reasonable premiums.
- ii Comprehensive liability insurance insuring the Board, the ASSOCIATION, and the members of the ASSOCIATION against liability to, and claims of, the public, the members of the ASSOCIATION and any other person, firm or entity, occurring in or upon the Common Areas, or based upon, incident to or arising out of (I) the ownership or use of the Common Area, or (II) the activities of the ASSOCIATION. Such coverage shall provide to the extent the same is available at reasonable rates for cross-liability endorsement wherein the right of named insured shall not be prejudiced with respect to actions by them against another named insureds, together with, to the extent the same is available at reasonable rates, an express waiver of the right of subrogation against any name insured. Limits of liability on such coverage shall (to the extent available) be at least as follows: Not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence with respect to bodily injury or death; not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence with respect to property damage; correspondingly appropriate limits for defamation, false arrest and other personal injury exposures. Such minimum shall from time to time be modified to reflect then-current insurance practices.
- iii Such other insurance, including Worker's Compensation Insurance, to the extent necessary to comply with any applicable law and then-current insurance practices and indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary, appropriate or required to carry out ASSOCIATION functions or to insure the ASSOCIATION against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of any ASSOCIATION funds or other property.

(e) Rule Making.

To make, establish, promulgate, amend and repeal the Association rules as required.

(f) Architectural Committee.

To appoint and remove members of the Architectural Committee, all subject to the provisions of the Declaration.

(g) Enforcement of Restrictions and Rules.

To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Declaration and the Association rules.

Section 3.5 Powers and Authority of the ASSOCIATION.

The ASSOCIATION shall have all the powers of a nonprofit corporation organized under Eleemosynary Corporation Law of the State of South Carolina subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, By-Laws, or Declaration. The ASSOCIATION shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the ASSOCIATION under this Declaration, Articles and By-Laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the ASSOCIATION, including without limitation:

(a) Assessments.

To levy assessments on the owners of Lots and Units and to enforce payment of such assessments, all in accordance with the Association's Equitable Assessment Method and the provisions of the Declaration as set forth in Article IV of the Declaration, as amended, there shall be separate Assessment calculations for each Neighborhood (and Units and Lots therein) for the Common Area, Limited Common Area, and/or Exterior Maintenance Charges and Residential Services (as applicable) to arrive at a total Assessment. At the time of this amendment, the following charges are applicable to each particular Neighborhood under the Equitable Assessment Method:

- i. Woodwind Court, Cassia Court, Ligustrum Lane, Shadow Creek, Ridgelake Drive I, Ridgelake Drive II, Gardenwood Court: Common Area, Limited Common Area, Exterior Maintenance Charges, Residential Services Charges.
- ii. Southbury, Twin Oaks I, Twin Oaks II: Common Area, Limited Area.

Changes in this calculation and the application of these charges to structures may not be made without an affirmative vote of a majority of the affected owners.

(b) Right of Enforcement.

The ASSOCIATION shall also have the power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration and to enforce, by mandatory injunction or otherwise, all the provisions hereof.

(c) Easements and Right-of-Way:

To grant and convey to any third party easements and rights-of-way in, on, over or under the Common Area for purposes of constructing, erecting, operating or maintaining thereon, therein or thereunder (1) overhead or underground lines, cables, wires, conduits, or other devices for the transmission of electricity and for lighting,

heating, power, telephones, community television, radio and audio antenna facilities and other purposes (2) public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and (3) any similar public or quasi-public improvements or facilities as may be considered necessary for the common good of said community.

(d) Employment of Agents.

To employ the services of any person or corporation as Manager, together with other employees, as may be directed by the Board, to manage, conduct or perform the business, obligations and duties of the ASSOCIATION, and enter into contracts for such purpose, provided, however that no management shall exceed a term of one (1) year and such contract shall be cancelable for good cause shown by either party upon thirty (30) days written notice. Such employees shall have the right to ingress and egress over such portions of the Properties as is reasonably necessary for the purpose of performing such business, duties and obligations.

(e) One Year Limitation.

Notwithstanding anything contained in this Declaration to the contrary, the ASSOCIATION and its respective agents are precluded from entering into any contract (other than a mortgage or lease or purchase agreement executed pursuant to Section 3.9) which bind the ASSOCIATION or its Board for a period in excess of one (1) year unless reasonable cancellation provisions are included in such contract.

Section 3.6. The Association Rules.

By a majority vote of the Board, the ASSOCIATION may, from time to time, adopt, amend and repeal such rules and regulations as it deems reasonable. Such rules and regulations are herein in the Declaration referred to as the "Association Rules." The Association Rules shall govern the use of any Common Area, by the Owners, by the families of the Owners, or by any invitee, licensee, lessee, or contract purchaser of an Owner provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with the Declaration, Articles or By-Laws.

A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. In the event of any conflict between any such Association Rules and any of the other provisions of the Declaration, or the Articles or By-Laws, the provisions of such Association Rules shall be deemed to be superseded by the provisions of the Declaration, Articles or By-Laws to the extent of such inconsistency. In the event of any conflict between the provisions of the Declaration and the provisions of the By-Laws or Articles of the Association, the provisions of the Declaration shall prevail.

Section 3.7. No Personal Liability.

No member of the Board, or any Committee of the ASSOCIATION, shall be personally liable to any Owner, or to any other party, including the ASSOCIATION, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such Board or committee member, or any officer of the ASSOCIATION, the Board, the

Manager, if any, any other representative or employee of the ASSOCIATION, the Architectural Committee, any other Committee, any officer of the ASSOCIATION provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

Section 3.8. Exercise of Association Powers by Board.

The Board itself or through the ASSOCIATION employees, officers, agents or other persons designated by the Board for such purpose shall exercise for and on behalf of the ASSOCIATION all powers, duties and authority vested in or delegated to the ASSOCIATION and not otherwise requiring the consent or approval of the members of the ASSOCIATION or a portion or percentage thereof by other provisions of this Declaration, Articles or By-Laws.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS.

Section - 4.1 Creation of the Lien and Personal Obligations of Assessments.

DECLARANT, for the Properties and all portions thereof, including each Lot and Unit created hereafter as part of Properties, hereby covenants, and each Owner of any Lot or Unit and improvements by acceptance of a Deed, therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree, for each Lot or Unit and improvements owned to pay to the ASSOCIATION (1) Annual Assessments, and (2) Special Assessments. Such assessments shall be established, made and collected as hereinafter provided.

The Annual and Special Assessments, together with interest thereon, costs of collection thereof, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Unit or improvements against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of each person, firm or entity who was an Owner of such Lot or Unit at the time when such assessment became due and payable.

The personal obligation hereby for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessment from such Owner's personal liability therefor.

Section - 4.2. Purpose of Assessments.

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and, in particular, for the acquisition, improvement, and maintenance of Properties, services, and facilities devoted to this purpose. The Assessments shall be made in four (4) components: Common Area, Limited Common Area, Exterior Maintenance Charges and Residential Services, as applicable.

Those for the Common Area shall be made for the acquisition, improvement, and maintenance of services and facilities devoted to or for the use and enjoyment of the Common Area including, but not limited to, the cost of repairs, replacements, and

additions; the cost of labor, equipment, landscape services, materials, management, and supervision; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance in accordance with the By-Laws; the payment of charges for garbage, water, and sewer service rendered to the Common Area; the employment of attorneys and other professionals to represent the Association when necessary; and such other needs as may arise which are directly related to the Common Area.

Those for the Limited Common Area in each Neighborhood shall be made for the improvement and maintenance of services devoted to or for the use and enjoyment of less than all of the residents of the Association including, but not limited to, the payment and furnishing of service not furnished to all Lots or Units in the Association but to specific or groups of Lots or Units in a designated Neighborhood; the improvement and maintenance of Units or Lots in Original Reflections only unless otherwise approved by vote of Owners in the affected Neighborhoods; services devoted to or for the use of less than all of the community including, but not limited to, the cost of repairs, replacements, and maintenance and the cost of labor, equipment, landscape services, materials, management and supervision specifically beneficial to each Limited Common Area.

Exterior Maintenance charges shall be the amount collected and used to maintain the roofs, siding, and exterior areas of the Units within Neighborhoods where exterior maintenance services are required or provided by the Declaration (currently, all Neighborhoods within Original Reflections but not Southbury, Twin Oaks I and Twin Oaks II). Residential Services shall include services charged by their provider to the Association on a per Unit or per Lot basis including, but not limited to, pest control, termite bond, cable television service, and garbage collection services.

Residential Services shall be assessed only against specific Units or Lots to which they are provided. Residential Services are currently provided to Units and Lots within the Neighborhoods comprising Original Reflections but are not currently provided to the Southbury, Twin Oaks I, and Twin Oaks II Neighborhoods.

Section - 4.3. Maximum Annual Assessment.

During 1999, the Maximum Annual Assessment for the Association shall be equal to 108% of the total Assessment for the month of December 1998 multiplied by 12. This Assessment shall be computed for any specific Unit by taking the Maximum Annual Assessment and applying it to the Units in the Association pursuant to the formula set forth hereinafter. The amount to be applied to the Common Area reserve account and the Limited Common Area reserve account shall be added to and be in addition to the Maximum Annual Assessment

- (a) Beginning January 1, 2000, the Maximum Annual Assessment may be increased, without a vote of the Owners, by an amount not to exceed three (3%) percent above the Consumer Price Index (CPI) for the preceding year as published by the United States Government. **Under no circumstances shall the amount of an increase without a vote of the Owners exceed an amount equal to the CPI increase plus three (3%) percent.** If the CPI plus the (3%) amount is greater than 10% (e.g. the CPI is greater

than or equal to 7.00%), the maximum increase for any given year without a vote of the Owners shall be the greater of ten (10%) percent or the amount of the Consumer Price Index.

- (b) Beginning January 1, 2000, the Maximum Annual Assessment may be increased above the amount set forth in Section 4.3.(a) of this Declaration by a vote of two-thirds (2/3) of members who are voting, in person or by proxy, at a meeting duly called for this purpose with a quorum present as required by the Association's By-Laws. The Board of Directors may fix the annual assessment at an amount not in excess of the Maximum Annual Assessment.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the Maximum Annual Assessment.

Section - 4.4. Special Assessments for Capital Improvements.

(a) For Common Areas.

In addition to the Maximum Annual Assessments authorized above, the Association may levy in any calendar year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting, in person or by proxy, at the meeting duly called for this purpose with a quorum present as required by the Association's By-Laws. All special assessments for the Common Area shall be fixed at a uniform rate for all Lots or Units and may be collected on a monthly basis.

(b) For Limited Common Areas.

In addition to the Maximum Annual Assessments authorized above, the Association may levy in any calendar year a Special Assessment on Lots and Units in specified Neighborhoods for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement to the open landscaping upon the Limited Common Area, including fixtures and personal property, if any, related thereto, in said Neighborhood provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of members in said Neighborhood who will be affected by the Special Assessment and who are voting in person or by proxy at the meeting duly called for this purpose with a quorum present as required by the Association's By-Laws. All Special Assessments for Limited Common Area shall be fixed at a rate determined by the Limited Common Area Charges, divided by the number of Lots or Units within the Neighborhood. This Assessment may be collected on a monthly basis.

(c) For Exterior Maintenance Services.

In addition to the Maximum Annual Assessments authorized above, the Association may levy in any calendar year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement to the exterior or roof of Units within a Neighborhood or

Neighborhoods for which the Association is required to provide Exterior Maintenance Services, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who will be affected by the Special Assessment and who are voting in person or by proxy at the meeting duly called for this purpose with a quorum present as required by the Association's By-Laws.

All Special Assessments for Exterior Maintenance Services shall be assessed based upon the Unit's percentage of the square footage based upon the whole of heated square footage within all Lots or Units in the affected Neighborhoods at the time of the assessment and may be collected on a monthly basis.

(d) For Neighborhood Areas.

In addition to the Maximum Annual Assessments authorized above, the Association may, upon the execution of a petition by a simple majority of the votes within any Neighborhood, levy in any calendar year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, improvement, or replacement of a capital improvement or maintenance upon the Limited Common Area within that specific Neighborhood, including fixtures and personal property related thereto.

All Special Assessments for Limited Common Area within any Neighborhood shall be fixed at a rate determined by that Unit's percentage of the square footage based upon the whole of heated square footage within all Units sharing Limited Common Area Elements in the specified Neighborhood for all Lots or Units at the time of the assessment and may be collected on a monthly basis except that in the Neighborhoods of Southbury, Twin Oaks I and Twin Oaks II and any other Neighborhoods not receiving Exterior Maintenance Services, the Special Assessment shall be fixed at a uniform rate for all Lots or Units in said Neighborhoods and may be collected on a monthly basis.

Section - 4.5. Notice and Quorum for Any Action Authorized under Sections 4.3 and 4.4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 and 4.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Such notice shall likewise be given to the Federal Housing Administration, the Veterans Administration and the Federal National Mortgage Association so long as any of said organizations has an outstanding mortgage on property within REFLECTIONS or is committed to make, purchase, underwrite, guarantee or process any mortgage covering any property within REFLECTIONS. At the first such meeting called, the presence of members or of proxies entitled to cast 2/3rds vote of the members shall constitute a quorum.

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6. - Equitable Assessment Method.

All annual assessments shall be fixed at a rate as set forth by the application of this section and shall be collected on a monthly basis. The goal of the Equitable Assessment Method is to provide for assessment of Lots and Units in a manner that closely approximates their expected costs to the Association. The Method shall be based upon the following existing premises and the calculations and percentages shall be amended as additional Lots or Units are annexed into or constructed within the Association. Special Assessments may be added as provided herein.

Neighborhood	# of Units	Total Landscaping	Sq. Footage in Units
Cassia Court Percentage	21 11.35 %	101,326 9.11 %	38,621 16.03 %
Gardenwood Court Percentage	14 7.57 %	69,154 6.22 %	24,700 10.25 %
Ligustrum Lane Percentage	17 9.19 %	107,187 9.63 %	37,040 15.37 %
Ridge Lake I Percentage	9 4.86 %	57,597 5.18 %	22,707 9.42 %
Ridge Lake II Percentage	9 4.86 %	57,597 5.18 %	16,108 6.69 %
Shadow Creek Ct Percentage	16 8.65 %	110,777 9.96 %	29,236 12.13 %
Southbury Percentage	20 10.81 %	31,715 2.85 %	0 0.00 %
Twin Oaks I Percentage	17 9.19 %	38,568 3.47 %	0 0.00 %
Twin Oaks II Percentage	14 7.57 %	42,625 3.83 %	0 0.00 %
Woodwind Court Percentage	48 25.95 %	180,340 16.21 %	72,541 30.11 %
TOTALS	185	796,886 Sq. Ft.	240,953 sq. ft.

The total annual regime fee for each Unit shall be comprised of the charges calculated herein as follows:

(a) The Common Area Charge for each Unit as defined in Section 4.6 of the Declaration, as amended, is calculated by arriving at the sum of three sets of Common Area charges. These are the Common Area Charge, the Common Area portion of the management charge, and the Common Area landscaping charge as set forth herein below.

- i. The Common Area Charge is calculated by aggregating all budgeted expenses in the Association's current Chart of Accounts included in account numbers 5100-5121, 5125, 5130, 5200-5520, 6501-6520.
- ii. The Common Area portion of the Management Charge shall be equal to 67% of the budgeted amount in Account 5122.
- iii. The Common Area Landscaping charge is calculated by aggregating all budgeted expenses in the Association's current Chart of Accounts, account numbers 5700-5704 and multiplying that sum by the ratio of Common Area landscaping area to the total landscaped area (currently 315,634 divided by 1,112,580) as enumerated on the Association's Chart of Accounts.
- iv. The sum of the Common Area Charge, Common Area management charge, and the Common Area landscaping charge shall be the total Common Area Assessment which shall be assessed equally against all Lots or Units in the Association. This charge shall be fixed at a uniform rate for all Lots or Units and may be collected on a monthly basis.

(b) The Limited Common Area Charge for each Unit or Lot is calculated by arriving at the sum of each Neighborhood's Limited Common Area landscaping charge. Each Unit's or Lot's Limited Common Area landscaping charge shall be determined by taking the Neighborhood's percentage of landscaping as set forth in the table above or as amended by a future annexation document and multiplying that percentage by the amount budgeted in the Association's Current Chart of Accounts for accounts 5700-5704. This Neighborhood figure shall then be divided by the number of Lots or Units within the Neighborhood and collected on a monthly basis.

(c) The Exterior Maintenance Charge is calculated by aggregating the budgeted amounts in the Association's Current Chart of Accounts for account numbers 5601-5602 and 6600-6620 and multiplying that number by a factor (the "square foot ratio factor") which is determined by dividing the square footage of each Unit which receives Exterior Maintenance services by a denominator equal to the total square footage in Units then under Exterior Maintenance. At the time of this Supplemental and Amendatory Declaration, the total square footage in Units is 240,953 square feet. The current individual Unit square footage and percentages are set forth in Exhibit "3" attached hereto and incorporated herein by reference. These numbers will be adjusted based upon any applicable annexations as provided for in the Declaration.

(d) The Residential Services Charge is calculated by aggregating the budgeted amounts in the Association's Current Chart of Accounts for account numbers 5800-5804 and

dividing that amount by the number of Lots or Units in Neighborhoods receiving Residential Services.

- (e) **The Exterior Maintenance Management Charge** is calculated by multiplying the square foot ratio factor discussed above by 33% of the budgeted amount in the Association's Current Chart of Accounts for account 5122.
- (f) **A total Base Assessment** for each Lot or Unit within the Association is calculated by aggregating the component totals applicable to the Lot or Units as calculated in (a) through (e) above.
- (g) **The Association may not alter** or change its current Chart of Accounts, as set forth in Exhibit B, to affect the calculations under the Equitable Assessment Method except by a vote of two-thirds (2/3) of members who are voting, in person or by proxy, at the meeting duly called for this purpose at which a quorum is present.
- (h) **The Reserve Account Assessment** for each Lot or Unit shall be arrived at as follows:
 - i. Common Area Reserve:
An amount equal to five percent (5%) of the Common Area Charges to each Unit shall be added to each monthly regime fee and maintained in a separate account to be used for capital repairs and improvements to the Common Areas maintained by the Association.
 - ii. Limited Common Area Reserve:
An amount equal to five percent (5%) of the Limited Common Area Charges to each Unit shall be added to each monthly regime fee and maintained in a separate account for each Neighborhood to be used for capital repairs and improvements to the Limited Common Areas maintained by the Association in each respective Neighborhood.
 - iii. Exterior Maintenance Reserve (Original Reflections only):
An amount equal to five percent (5%) of the Exterior Maintenance Charge, the Residential Services Charge, and the Exterior Maintenance Management Charge shall be added to each monthly regime fee and maintained in a separate account to be used for Exterior Maintenance Charges related to the one hundred thirty-four (134) Units in Original Reflections only.

The amounts calculated for each reserve account shall be added to the Base Assessment for each Unit to arrive at the total annual Assessment.

There shall be no commingling of funds within the three reserve accounts. The Board of Directors is not authorized to borrow funds from any reserve account for any purpose. Funds in a reserve account may only be utilized for the purposes set forth herein.

Section - 4.7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to any Lot or Unit on the first day of the month, following the conveyance of such Lot or Unit or upon the transfer of

the common areas to the ASSOCIATION whichever event occurs last. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance each annual assessment period the Board of Directors shall fix the amount of the annual assessment to every Owner subject thereto. The due dates shall be established by the Board of Directors. The ASSOCIATION shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the ASSOCIATION setting forth whether the assessments on a specified Lot or Unit have been paid.

Section - 4.8. Effect of Nonpayment of Assessments; Remedies of the ASSOCIATION

Each owner on becoming an Owner of any Lot or Unit is and shall be deemed to covenant and agree to pay to the ASSOCIATION each and every one of the assessments provided for in the Declaration; and agrees to the enforcement of all such assessments in the manner specified in the Declaration. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of the Declaration, each Owner agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner.

Any assessment not paid when due shall be deemed to be delinquent. Any assessment not paid within fifteen (15) days after the date on which it becomes due shall thereafter bear interest from date of delinquency at the rate of eight (8%) percent per annum. In addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

(a) Enforcement by Suit.

By commencement and maintenance of a suit at law against any Owner or Owners personally obligated to pay assessments for such delinquent assessments, as to which they are personally obligated, such suit to be maintained in the name of the ASSOCIATION. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for by this section, costs of collection, court costs and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

(b) Enforcement by Lien.

- i. There is hereby created a claim of lien with power of sale, on each and every Lot or Unit to secure payment to the ASSOCIATION of any and all assessments levied against any and all Owners of such Lots or Units pursuant to the Declaration, together with interest thereon as provided for by this Section 4.8 and all costs of collection which may be paid or incurred by the ASSOCIATION in connection therewith, including reasonable attorney's fees. At any time after the occurrence of

any delinquency in the payment of any such assessment, the Board or any authorized representative thereof may make a written demand for payment to the delinquent Owner

Said demand shall state the date and amount of the delinquency. Each delinquency shall constitute a separate basis for a demand or claim of lien or liens, but any number of defaults may be included within a single demand or claim of lien or liens and any demand or claim of lien or liens on account of prior delinquencies shall be deemed to include subsequent delinquencies and amounts due on account thereof.

If such delinquency is not paid within ten (10) days after delivery of such demand, the Board or its duly authorized representative may thereafter elect to file and record a claim of lien on behalf of the ASSOCIATION against the Lot or Unit of the defaulting Owner in the Office of the Clerk of the Common Pleas Court of Richland County or in the office of the Register of Deeds for Richland County, as appropriate. Such claim or lien shall be executed and acknowledged by any officer of the ASSOCIATION and shall contain substantially the following information:

- (1) The name of the delinquent Owner; and
 - (2) The legal description and street address of the Lot or Unit against which the claim of lien is made; and
 - (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees (with any proper offset allowed); and
 - (4) That the claim of lien is made by the ASSOCIATION pursuant to the Declaration; and
 - (5) That a lien is claimed against said Lot or Unit in an amount equal to the amount stated, together with all other amounts becoming due from time to time in accordance with the Declaration.
- ii. Upon such recordation of a duly executed original or copy of such a claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the ASSOCIATION as a lien upon the Lot or Unit against which such assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except for tax liens for real property taxes and assessments on any Lot or Unit in favor of any municipal or other governmental assessing unit.
- iii. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by law for foreclosure of mortgages or sale by a judgment creditor or in any other manner permitted by law. The Board is hereby authorized to appoint any attorney or any officer or director of the ASSOCIATION for the purpose of conducting such proceeding.

- iv. The lien provided for herein shall be in favor of the ASSOCIATION and shall be for the benefit of all other Owners and shall secure payment of all sums set forth in the claim of lien, together with all sums becoming due and payable in accordance with the Declaration after the date of recordation of said claim of lien.
- v. The ASSOCIATION shall have the power, upon a vote of three-fourths (3/4) of members, to bid in at any foreclosure or other judicial sale and to purchase, acquire, hold, lease, mortgage and convey any Lot or Unit. In the event such foreclosure or sale is by or pursuant to action in Court, reasonable attorney's fees, Court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot or Unit, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner and also hereby expressly waives the defense of the Statute of Limitations applicable to the bringing of any suit or action thereon.
- vi. Upon the timely curing of any default for which a notice of claim of lien was filed by the Board and the payment of all sums secured by the lien created by the recordation of such claim of lien, the Board shall, upon payment by such Owner of reasonable costs by the Owner of the Lot or Unit subject to the lien, cause an officer of the ASSOCIATION to file and record an appropriate release of such claim of lien in the Office of the Court of Common Pleas of Richland County or in the Office of the Register of Deeds for Richland County, as appropriate.
- vii. No owner may waive or otherwise escape liability for the assessments provided for in the Declaration by nonuse of the Common Area, or any part thereof, or any other part of the Properties, or abandonment of his Lot or Unit. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose or otherwise realize on the lien created by recordation of a claim of lien, until the expiration of thirty (30) days after a copy of said claim of lien, showing the date of recordation thereof, has been mailed to the Owner of the Lot or Unit which is described in such claim of lien.
- viii. Each Owner does hereby waive, to the extent of any liens created pursuant to the Declaration, whether such liens are now in existence or be created at any time in the future, the benefit of any exemption laws of the State of South Carolina now in effect, or in effect from time to time hereafter.

Section 4.9. Subordination to Certain Mortgages.

The lien for the assessments provided for herein in connection with a given Lot or Unit shall not be subordinate to the lien of any mortgage except the lien of a first mortgage given and made in good faith and for value that is of record as an encumbrance against such given Lot or Unit prior to the recordation of a claim of lien for the assessments provided for in this Declaration against such given Lot or Unit (such mortgage being hereinafter referred to as a "Prior Mortgage"). The sale or transfer of any Lot, or Unit, shall not affect the assessment lien provided for herein nor the creation thereof by the recordation of a claim of lien on account of assessments becoming due whether prior to, or after the date of such sale or

transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent assessments against that Owner as provided for by Section 4.1; provided, however, that the foreclosure or other judicial sale or proceeding or deed in lieu of foreclosure of a Prior Mortgage shall extinguish any assessment lien which has attached and become effective with regard to the Lot or Unit being so transferred prior to the time of such sale or transfer, and shall prohibit the creation of any assessment lien against such Lot or Unit on account of assessments which became due prior to the date of such sale or transfer; provided, however, that there shall be a lien on the interests of the purchaser at such sale which shall attach, be created and become effective, and may be foreclosed in accordance with the Declaration and which shall secure all assessments becoming due after the date of any such sale or transfer.

For the purpose of this Section 4.9, a sale or transfer of a Lot or Unit shall occur on the date of recordation of a deed or other instrument of title to the Lot or Unit.

Section 4.10. - Exempt Property.

The following property subject to the Declaration, shall be exempt from the assessments created herein:

- (a) Portions of the Properties dedicated to and accepted by any local public authority;
- (b) The Common Area.

Section 4.11. - Mortgage Protection Clause.

No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien provisions herein shall defeat or render invalid the lien of any Prior mortgage made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or other judicial sale or conveyance in lieu of foreclosure or judicial sale of any such Prior Mortgage.

Section 4.12. - Collection of Assessments Against Unit Owners by Councils Created Pursuant to Horizontal Property Act of South Carolina.

In the event that any portion or portions of the Properties shall be submitted to the provisions of the Horizontal Property Act of South Carolina, each Council created pursuant to the provisions of that Act may by agreement with the Board collect, in the same manner as it collects a common expense, the assessments provided for by the Declaration of all Unit Owners subject to the Declaration and Code or Regulations administered by such Council. The Board is hereby authorized in such agreement to appoint such council as its agent to so collect such assessments and remit them to the Board.

ARTICLE V - ARCHITECTURAL CONTROL

Section 5.1.

(a) Committee Composition.

The Architectural Committee shall consist of three (3) persons, none of whom shall be required to be an architect, or a member, officer or director of the ASSOCIATION or to meet any other particular qualifications. From and after such time as the Board acquires the right to appoint, remove and replace members of the Architectural Committee, the Board may, at its discretion, and from time to time, increase or decrease the size of the Architectural Committee, provided, however, that in no event shall the size of the Architectural Committee be less than three (3).

(b) Appointment, Removal, Etc.

Members of the Architectural Committee shall be appointed by and serve at the pleasure of the Board.

Section 5.2. Duties.

It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to ensure that any improvements constructed on the Properties conform to plans approved by the Architectural Committee, to adopt Architectural Committee Rules, and to carry out all other duties imposed upon it by the Declaration. The Board may from time to time prescribe additional duties not inconsistent with this Declaration to be delegated to the Architectural Committee.

Notwithstanding anything contained in this declaration expressed or implied to the contrary, no building, fence, wall, addition, porch, patio, structure or other improvements shall be commenced, constructed, erected, placed or maintained upon the Properties, nor shall any addition to or change or alteration therein or change or alteration of the finish thereof be made by anyone until final plans and specifications showing the nature, kind, shape, height, materials, colors, dimensions, and location thereof have been submitted to and approved in writing by the Architectural Committee as to harmony of external design, conformity with the provisions of this Declaration, and location in relation to surrounding structures and topography. Any plans submitted to the Architectural Committee, which are not disapproved in writing within sixty (60) days after submission thereof by the Architectural Committee shall be deemed approved.

The Architectural Committee, on behalf of the ASSOCIATION, may exercise all available legal and equitable remedies to prevent or remove any unauthorized or unapproved construction or improvements on the Properties or any portion thereof. It shall be conclusively presumed that any action subject to approval of the Architectural Committee was so approved if the Architectural Committee or the Board fails to commence an action in law or in equity in respect to such action within one (1) year of the same having taken place.

Section 5.3. - Meetings and Compensation.

The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder but no less often than semi-annually. The vote or written consent of a majority of the members of the Architectural Committee, at a meeting or otherwise, shall constitute the action of the Committee. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the Architectural Committee shall not receive any compensation for services rendered.

Section 5.4. - Architectural Committee Rules.

The Architectural Committee may, from time to time, and in its sole and absolute discretion, adopt, amend and repeal, by majority vote or written consent of its members, rules and regulations, to be known as "Architectural Committee Rules". Said Rules shall interpret and implement the Declaration by setting forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of buildings, landscaping and other improvements and the color schemes, finishes and materials and similar features which are recommended for use within the Properties.

Section 5.5. - Waiver.

The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under this Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

Section 5.6. Liability.

Neither the Architectural Committee nor any member thereof shall be liable to the ASSOCIATION, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, (b) the construction or performance of any work upon the Properties, (c) the execution and filing of any estoppel certificate, whether or not the facts therein are correct, or (d) any other act, action or conduct of the Architectural Committee or any of the members thereof, so long as that with respect to the liability of a member of the Architectural Committee, such member has acted in good faith on the basis of such information as may be possessed by him.

ARTICLE VI - PARTY WALLS

Section 6.1. - General Rules of Law to Apply.

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

Section 6.2. Sharing of Repair and Maintenance.

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

Section 6.3. Destruction by Fire or Other Casualty.

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

Section 6.4. Weatherproofing.

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

Section 6.5. Right to Contribution Runs with Land.

The right of any Owner to contributions from any other Owner under the Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6.6. Arbitration.

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

ARTICLE VII - EXTERIOR MAINTENANCE

Section 7.1. - Exterior Maintenance of Lots or Units.

In addition to maintenance upon the Common Area, the ASSOCIATION shall provide maintenance upon each Lot or Unit Within Original Reflections, but not Southbury, Twin Oaks I or Twin Oaks II, which is subject to assessment thereunder, as follows: paint, repair, replace and care of roofs, gutters, downspouts, building surfaces, trees, shrubs, walks, and other exterior improvements.

Such exterior maintenance shall not include glass surfaces or patio areas. In order to enable the ASSOCIATION to accomplish the foregoing, there is hereby reserved to the ASSOCIATION the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in the Article.

Section 7.2. - Negligence of Owner.

In the event that the need for maintenance, repair, or replacement upon a Lot or the improvements thereon is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance, replacement or repair, shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VIII - EASEMENTS

Section 8.1. Common Area.

The Common Area shall be owned by the ASSOCIATION in the fee simple for the use, enjoyment and convenience of all Owners. Each Lot or Unit is hereby declared to have, subject to the provisions of the Declaration, a non-exclusive easement over all the Common Areas for the benefit of such Lot or Unit, the Owners of such Lot or Unit and each of them and for their respective families, guests, invitees, tenants and contract purchasers, for recreational purposes and uses and without limiting the generality of the foregoing, for ingress and egress over and through the Common Areas. In furtherance of the establishment of this easement, the individual deeds and mortgages to each Lot or Unit may, but shall not be required to, set forth the foregoing easement.

Section 8.2. Encroachment.

Each Lot or Unit and the Common Area is hereby declared to have an easement over all adjoining Lots and Units and the Common Area for the purpose of accommodating any encroachment not exceeding one foot due to engineering errors, errors in original construction, settlement or shifting of the building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a structure on any Lot or Unit is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot or Unit agree that minor encroachments over adjoining Lots and Units shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 8.3. ASSOCIATION Functions.

There is hereby reserved to the ASSOCIATION, or its duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the ASSOCIATION as are set forth in the Declaration, or in the By- Laws, the Articles, the Association rules, and the Architectural Committee rules.

Section 8.4. Covenants Running With Land.

Each of the easements provided for in the Declaration shall be deemed to be established upon the recordation of the Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Lots or Units and the Common Area, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Properties which is the subject of the Declaration. The Lots or Units and Common Area shall likewise be subject to the covenants and restrictions as to use set forth elsewhere in this Declaration.

Section 8.5. Subject to Prior Utility Easement.

Notwithstanding anything herein expressed or implied to the contrary, the Declaration shall be subject to all easements heretofore or hereinafter granted to DECLARANT or its predecessors in title for the installation and maintenance of utilities, sewers, community television, drainage and similar facilities that are necessary or appropriate for the development of the Properties or the public in general.

ARTICLE IX - DAMAGE AND DESTRUCTION AFFECTING COMMON AREA

Section 9.1.

If all or any portion of the Common Area is damaged or destroyed by fire or other casualty, then neither the Board of Directors, the ASSOCIATION, nor any agent or employee thereof, shall be required or permitted to take any action in repair or rebuild the damaged portions, or to reuse the damaged portions to be repaired or rebuilt without the written consent of at least fifty-one (51%) percent of the members as to the manner of repair or reconstruction and the payment therefor.

Section 9.2.

Notwithstanding anything contained in this Declaration to the contrary, if the cost of repairing or rebuilding the portion of the Common Area so damaged or destroyed does not exceed the amount of insurance proceeds available to the ASSOCIATION, the Board shall be authorized and required without the consent or approval of the members, to contract to repair or rebuild the damaged portions of the Common Area substantially in accordance with the original plans and specification thereof.

ARTICLE X - USE RESTRICTIONS

Section 10.1. Land Use and Building Type.

No Lot or Unit shall be used except for private residential purposes of a single family. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed forty-five (45) feet in height.

Section 10.2. Nuisance.

No noxious or offensive activities shall be carried on, in or around any dwelling unit nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance in the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. No unlicensed motor vehicles, other than battery-powered golf carts, shall be permitted on the roads and common areas of the REFLECTIONS development.

Section 10.3. Animals.

No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or Unit, except that dogs, cats, and other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes; and provided further, that they

shall not constitute a nuisance or cause any unsanitary conditions. If, in the opinion of the Board, any such animals do constitute a nuisance, the Board may require that such animals may not be permitted outside of any Lot or Unit except on a leash and accompanied by the Owner or some other responsible person.

Section 10.4. Easement Area.

There is reserved unto the ASSOCIATION, its agents, successors or assigns, a "Maintenance Easement Area" on property lying between the foundation of any structure on any Lot or of any Unit and the property line of said Lot or Unit. This reserved easement shall permit the ASSOCIATION, its agents, successors and assigns, at its election, to go on to any said property at any reasonable hour to maintain or landscape the maintenance easement area. Such maintenance and landscaping shall include the regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. No plants, appliances, devices or structures of any nature whatsoever may be placed in this easement area without the consent of the Board of Directors, provided that such devices or appliances may be placed inside the enclosed utility area so long as they are not visible from outside said enclosed area and so long as they do not violate any other provisions of this Declaration.

Section 10.5. Outside Antennas.

No outside radio or television antennas shall be erected on any Lot or Unit within the Properties unless and until permission for the same has been granted by the Board of Directors of the ASSOCIATION or its Architectural Committee.

Section 10.6. Clothes Drying.

No drying or airing of any clothes or bedding shall be permitted outdoors on any Lot within the Properties except within the enclosed utility areas.

Section 10.7. Outside Structures.

No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any of the property subject to these covenants at any time, either temporarily or permanently. No fuel tanks or similar storage receptacles may be exposed to view; the same may be installed only within the main dwelling unit, within any approved accessory building or within a screened area built in accordance with plans approved by the ASSOCIATION.

Section 10.8. Water Wells Prohibited.

No private water wells may be drilled or maintained on any residential property so long as water service is provided to the Lot or Unit by a public or private utility company.

Section 10.9. Cutting of Trees Prohibited.

No trees may be removed without the written approval of the Board of Directors.

Section 10.10. Subdivision Prohibited.

No property subject to these restrictions shall be subdivided, or its boundary lines changed, except with the written consent of the Board of Directors.

Section 10.11. Signs.

No commercial signs, including "for rent, "for sale" and other similar signs, shall be erected or maintained on any property except with the written permission of the Board of Directors, except as may be required by legal proceedings, it being understood that the ASSOCIATION will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the ASSOCIATION reserves the right to restrict size, color and content of such signs. Property identification and like signs may not be erected without written permission of the ASSOCIATION.

Section 10.12. Use of Lakes.

The lakes and streams within the Property are intended for the use and enjoyment of REFLECTIONS property Owners, their guests and invitees and the enhancement of the entire REFLECTIONS property. To provide for the full enjoyment of the aforementioned bodies of water, to preserve water quality and to minimize erosion due to water turbulence, no combustion type engines shall, be operated on said bodies of water within REFLECTIONS without the express written permission of the Board of Directors, which permission may be arbitrarily withheld.

Section 10.13. Limitations on Application of Restrictions.

The restrictions set forth in Article X shall not apply to the DECLARANT, its agents or employees, during the course of construction of improvements on the Properties or any portion thereof to the extent that they would interfere with such construction.

Section 10.14. Laws and Ordinances.

Each Owner shall comply with all laws, statutes, ordinances, rules and regulations of Federal, State or municipal governments or authorities applicable to use, occupancy, construction and maintenance of improvements upon any Lot.

Section 10.15. Drainage.

Each Owner hereby covenants and agrees for himself, his heirs, assigns, vendees and successors in interest that he will refrain from interference with the established drainage pattern over his Lot from adjoining or other Lots, and make adequate provision for proper drainage from any such other Lot in the event the established drainage over his Lot is changed or altered. For the purpose hereof, "established" drainage is defined as the drainage which will occur at the time the overall grading of the Properties, including the landscaping of each Lot, is completed.

Section 10.16. Parking

No Owner shall park his automobile or any other vehicle or permit his guests, tenants, invitees, servants or members of his family to park their automobile or any other vehicle in any space but (i) the space assigned to such Owner by the ASSOCIATION, or (ii) the

garage constituting a part of such Owner's Unit, or (iii) the space assigned as "overflow" or guest parking.

ARTICLE XI - SALE OF UNITS

Section 11.1. Sales.

Pursuant to the requirements of the Veterans Administration and other Federal Agencies, there shall be NO undue restraints upon the sale, lease or other disposition of Units within the REFLECTIONS development other than those regulations pertaining to the use of such Units as set forth herein.

ARTICLE XII - ANNEXATION

Section 12.1 . Annexation of Additional Real Estate.

Additional real estate may be annexed to and become subject to this Declaration by the following method: upon the written approval of members of the ASSOCIATION entitled to cast at least two-thirds (2/3) of the votes allocated to all members of the ASSOCIATION. The owner of any real property who desires to annex such real property to the scheme of this Declaration may accomplish such annexation by the recordation of a Supplementary Declaration as provided for by Sections 12.2 and 12.3.

Section 12.2. Method of Annexation.

The additions authorized pursuant to Section 12.1 shall be effectuated by the recordation of a Supplementary Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as a "Supplementary Declaration"). The Supplementary Declaration shall be executed by the owners of the real property sought to be annexed to the scheme of the Declaration by the recordation thereof, and, in the event annexation is accomplished pursuant to Section 12.1 shall have attached thereto the written consents of the members of the ASSOCIATION. The holders of any mortgages or other liens to which the Properties or any portion thereof (other than the real property sought to be annexed) shall be subject and which mortgages were created after the filing of this Declaration shall not be required to consent to such annexation.

Section 12.3. Contents of Supplementary Declaration.

The Supplementary Declaration shall describe the real property to be annexed to the scheme of this Declaration and shall state that it is being made pursuant to the terms of the Declaration for the purpose of annexing the property described in the Supplementary Declaration to the scheme of the Declaration and extending the jurisdiction of the ASSOCIATION to cover the property so described in such Supplementary Declaration. The Supplementary Declaration may contain such complementary additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the real property being annexed and which are not inconsistent with the general scheme of this Declaration.

In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants, conditions, restrictions and agreements established by the Declaration with

regard to any real property subject to the Declaration prior to the recordation of such Supplementary Declaration. Owners of Lots or Units within the Properties shall, upon recordation of any Supplemental Declaration also have a right and nonexclusive easement of enjoyment in and to the Common Area within the real property so annexed in accordance with the provisions of such Supplementary Declaration and are obligated to contribute to the cost of improvement, operation and maintenance of such Common Area with the annexed lands in like manner as if such Common Area had been originally located within the Properties.

Any Supplementary Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplementary Declaration in accordance with the provisions hereof, the real property described therein shall be subject to the provisions of this Declaration, the jurisdiction of the ASSOCIATION pursuant to the terms of this Declaration, the By-Laws and the Articles.

ARTICLE XIII - OBLIGATION TO REBUILD

Section 13.1. Damage and Destruction Affecting Residences – Duty to Rebuild.

If all or any portion of any Unit or any residence located upon a Lot is damaged or destroyed by vandalism, malicious mischief, fire or other casualty, and owner undertakes to rebuild, repair, or reconstruct said Unit or residence, it shall be the duty of the Owner of said residence to rebuild, repair or reconstruct said Unit or residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

Section 13.2. Time Limitation.

The Owner or Owners of any damaged Unit who intend to rebuild, repair or reconstruct such Unit or residence shall be obligated to proceed with all due diligence and commence construction within three (3) months after the damage occurs and complete reconstruction within twelve (12) months from the time damage occurs, unless prevented by causes beyond their reasonable control.

Section 13.3. Election Not to Rebuild or Reconstruct.

In the event the owner of a Unit or residence is precluded from rebuilding by virtue of his mortgagee requiring application of insurance proceeds to indebtedness or if the owner is not otherwise able or inclined to rebuild, repair or reconstruct, the owner shall be required to have the premises on which the Unit or residence was formerly situated cleared of debris so as to eliminate any unsightliness which would adversely affect the surrounding neighborhood. If the owner fails or refuses to comply with this provision within three (3) months from the date of such damage or destruction, the ASSOCIATION may, and is hereby specifically authorized, but shall not be obligated, to have such premises cleared of debris and cleaned, and the actual cost of such clearing, etc., shall give rise to a lien in favor of the ASSOCIATION, with the same force and effect and collectable in the same manner as the lien called for in Article IV herein.

ARTICLE XIV - CONDEMNATION

Section 14.1. Consequence of Condemnation.

If at any time during the continuance of the Reflections project pursuant to this Declaration, all or any part of the Common Area of the project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in advance thereof, the provisions of this Article XIV shall apply.

Section 14.2. Proceeds.

All compensation damages, or other proceeds therefrom relating to the Common Areas, the sum of which is hereinafter called the "condemnation award" shall be payable to the ASSOCIATION.

Section 14.3. Complete Taking.

In the event that the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condemnation award relating to the Common Areas shall be apportioned among the Owners in proportion to the respective undivided interest in such Common Areas.

On the basis of the principles set forth in the last preceding paragraph, the Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the following manner:

- (a) for the payment of taxes and special assessment liens in favor of any assessing entity and customary expenses of sale;
- (b) for the payment of the balance of the lien of any first Mortgage on the Common Areas; for the payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;
- (c) for the payment of junior liens and encumbrances in order and to the extent of their priority;
- (d) the balance remaining, if any, shall be paid to the first mortgagee, if any, of any Lot or Unit Owner if the Association has notice of such mortgagee as herein provided; any funds not disbursed as hereinabove provided shall be paid over to the Lot or Unit Owner.

Section 14.4. Partial Taking.

In the event that less than the entire project or less than the entire Common Area is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condemnation award relating to the Common Area so disposed of shall be payable to the Association and held by it to be disbursed as follows:

- (a) for the payment of taxes and special assessment liens in favor of any assessing entity and customary expenses of sale;
- (b) for the payment of the balance of the lien of any first Mortgage covering the condemned portion of the Common Area;
- (c) the payment of any unpaid common expenses and all costs, expenses and fees incurred by the Association in connection with the condemnation;

- (d) for the payment of any junior liens and encumbrances in the order and to the extent of their priority relating to the common property so taken;
- (e) the balance remaining, if any, shall be held by the Association in a special account for capital improvements voted upon by the Association with the concurrence of two-thirds of the vote of the membership.

Section 14.5. Reconstruction or Repair

Any reconstruction and repair necessitated by condemnation of all or a part of the Common Area shall be paid for to the extent possible by those funds held by the Association pursuant to Section 14.4 (e) above.

ARTICLE XV - GENERAL PROVISIONS

Section 15.1 – Enforcement

The ASSOCIATION, or any owner, shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now, or hereafter imposed by the provisions of the Declaration. Failure by the ASSOCIATION, or any owner to enforce any covenant, or restriction, herein contained shall in no event be deemed a waiver of the right to do so thereafter. A waiver of such right shall be only pursuant to an instrument in writing signed by the party to be charges with such waiver and shall be limited to the particular covenant, condition or restrictions contained herein which is expressly set forth as being waived.

Section 15.2 – Severability

Invalidation of anyone of the provisions of the Declaration by judgment, or court order, shall in wise affect any other provisions hereof, and all such other provisions shall remain in full force and effect.

Section 15.3 – Violation and Nuisance

Every act, or omission, whereby any provision of the Declaration is violated in whole, or in part, is hereby declared to be a nuisance and may be enjoined, or abated, whether, or not, the relief sought is for negative, or affirmative, action, the ASSOCIATION, or any Owner, or Owners of Units or Lots.

Section 15.4 – Violation of Law

Any violation of any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any of the enforcement procedures set forth herein.

Section 15.5 - Remedies Cumulative

Each remedy set forth in the Declaration shall be in addition to all other remedies whether available at law or in equity, and all such remedies, whether or not set forth in the Declaration, shall be cumulative and not exclusive.

Section 15.6 - Delivery of Notices and Documents.

- (a) Any written notice or other documents addressed to the Board, Architectural Committee or DECLARANT relating to or required or permitted by the Declaration

may be delivered either personally or by registered mail, return receipt requested. If by registered mail it shall be deemed to have been given, delivered and received seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the address made known for such purpose by such prospective addressee. Any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the ASSOCIATION.

- (b) Any written notice or other documents relating to or required or permitted by the Declaration may be delivered to an Owner either personally or by mail. If by mail, it shall be deemed to have been given, delivered and received seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to such Owner, to the address of any Lot or Unit owned, whether in whole or in part, by such Owner, or to any other address last furnished by such Owner to the ASSOCIATION. Each Owner of a Lot or Unit shall file his correct mailing address with the ASSOCIATION, and shall promptly notify the ASSOCIATION in writing of any subsequent change of address.

Section 15.7 - The Declaration.

By acceptance of a deed, or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by the Declaration and any amendment or supplements thereof. In addition, each such person by so doing thereby acknowledges that the Declaration sets forth a general scheme for the improvement and development of the real property covered hereby, and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and shall be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that the Declaration shall be mutually beneficial to and enforceable by the various subsequent and future Owners.

Section 15.8 - Utility Easements.

Each Unit or Lot shall be conveyed to Owners and thereafter held by such Owners, their successors and assigns subject to any and all easements of record at the time of the initial conveyance of the particular Lot or Unit involved to an Owner for the use and benefit of the several authorized public and/or other utilities, including but not limited to, cable television, sanitary sewers, water, gas, and electrical and drainage easements, and no Owner of a Unit or Lot shall damage or interfere with the installation, purpose and maintenance of such utilities, or in any manner change the direction or flow of drainage channels in any such easements, or in any manner obstruct or retard the flow of water through drainage channels in any such easements.

Section 15.9 - Notification as to First Mortgagees.

Each Owner must notify the ASSOCIATION of the name and address of the holders of all

First Mortgages encumbering such Owner's Lot or Unit. Each Owner shall likewise notify the ASSOCIATION as to the release or discharge of any such First Mortgage. In addition, the holder of any First Mortgage encumbering a Lot or Unit may notify the ASSOCIATION of such holder's identity and address and a description of the Lot or Unit, which such holder's First Mortgage encumbers. The Board shall maintain a record of the names and addresses of the holders of First Mortgages as to which it receives notice pursuant to the provisions of this Section 15.9 and shall use its best efforts to provide the holders of all such First Mortgages as to which it receives notice pursuant to the provisions of this Section 15.9 with written notification as follows:

- (a) Written notification at least thirty (30) days prior to the effective date of any change in the Declaration;
- (b) Written notification of any default by an Owner of the obligations of such Owner established by the Declaration, the Articles or the By-Laws which is not cured within thirty (30) days after default; provided, however, that such written notification, shall be provided only to holders of First Mortgages as to which the Board is given notice pursuant to this Section 15.9 which encumber the Lot or Unit owned by the Owner in default.
- (c) Written notification to all holders of First Mortgages mentioned in Section 15.9 prior to the transfer, alienation or encumbrance of any of the Common Areas within REFLECTIONS as herein defined.
- (d) Written notification upon request by FHA, VA, FNMA, or any First Mortgagees of which the ASSOCIATION has notice, of all regular and special meetings of the ASSOCIATION.

Section 15.10 - Headings.

The headings introducing the text of the several sections of the Declaration are solely for convenience or reference and shall not constitute part of the Declaration or affect its meaning in any way.

Section 15.11 - Reference of Pronouns.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of the person or persons or entities may require.

Section 15.12 - Duration and Amendments.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the ASSOCIATION or Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The Declaration may be amended by not less than seventy (70%) percent of the Lot or Unit Owners at a meeting called for that purpose.

Section 15.13 - Inspection of Books and Records

The Federal Housing Administration, the Veterans Administration and/or the Federal National Mortgage Association shall have the right at reasonable times in the office of the ASSOCIATION to examine the records and inspect the books of the ASSOCIATION so long as any of said organizations has an interest in any First Mortgage on any Lot or Unit within REFLECTIONS. Said organization shall likewise be entitled to receive, upon request, an audited financial statement on the ASSOCIATION, provided reasonable time is allowed for the delivery of such audited financial statement after request for same.

ATTEST:

The foregoing Supplemental and Amendatory Declaration of Covenants, Conditions And Restrictions Applicable to the Reflections Owners Association, Inc. By-Laws, etc. is hereby approved and accepted as binding upon THE REFLECTIONS OWNERS ASSOCIATION, INC., its successors and assigns.

IN WITNESS WHEREOF, THE REFLECTIONS OWNERS ASSOCIATION, INC. has caused this instrument to be executed this 26th day of April in the year of our Lord Two Thousand Eleven.

Signed, Sealed and Delivered
in the Presence of

REFLECTIONS OWNERS ASSOCIATION, INC.

Kimberly Miera
Gloria Todd

BY: Carol Kasher (Seal)
President, its President

Kimberly Miera
Gloria Todd

BY: Judith Freeman (Seal)
Secretary, its Secretary

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF LEXINGTON)

Personally appeared before the undersigned and made oath that (s)he saw the within named Carl D. Gosline & Trulith Derogis, seal and as their act and deed deliver the within written Supplemental and Amendatory Declaration of Covenants for the purposes therein mentioned, and that (s)he with the undersigned witnessed the due execution thereof.

Kimberly Miera

Sworn to before this 26th
day of April 2011.

Steven Todd (L.S.)
Notary Public for South Carolina
My Commission Expires: 7/25/15

EXHIBIT A

SECTION 1

All that certain piece, parcel or trace of land situate, lying and being in Richland County, South Carolina, shown and described on a plat thereof entitled "Reflections, Richland County, S.C., a Plat of Phase 1-A and 1-B Layout for Environmental Resorts, Inc.", prepared by Wilbur Smith & Associates, Inc. and certified to by Warren H. MacKay, R.L.S. (S.C.) No. 4412 said plat bearing date of March 2, 1976 and amended March 22, 1976. Said plat is recorded in the Office of the Register of Deeds for Richland County, South Carolina in Book X at Page 5403. Said property is more particularly described as follows: Commence at an iron pin located along the right of way of Ulmer Road at a point which represents the northeastern boundary line of the "Berkeley Forest" Subdivision and proceeding S 10_ 23' 30" W for a distance of 867.08 feet to a point which marks the point of beginning; thence proceeding N 79_ 36' 29" E for a distance of 457.18 feet to a point; thence proceeding S 30_ 00' 00" E for a distance of 83.86 feet to a point; thence proceeding S 31_ 47' 40" W for a distance of 375.91 feet to a point; thence proceeding S 32_ 41' 49" W for a distance of 227.24 feet to a point; thence proceeding N 87_ 19' 42" W for a distance of 79.70 feet to an iron pin; thence proceeding N 10_ 23' 30" W for a distance of 505.49 feet to a point which marks the point of beginning. Said parcel contains 3.73 acres and is designated on the above mentioned plat as Villa Court Number 1. For further descriptions with regard to the above described parcel, reference is had to the above mentioned plat of record.

ALSO, ALL that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina, shown and described on a plat thereof entitled "Reflections, Richland County, S. C., a Plat of Phase 1-A and I-B Layout for Environmental Resorts, Inc.", prepared by Wilbur Smith & Associates, Inc. and certified to by Warren H. MacKay, R.L.S. (S. C.) No. 4412 said plat bearing date of March 2, 1976 and amended March 22, 1976. Said plat is recorded in the Office of the Register of Deeds for Richland County, South Carolina in Book X at Page 5403. Said property is more particularly described as follows: Beginning at an iron pin located along the right, of way of Ulmer Road at a point which represents the northeastern boundary line of the "Berkeley Forest" Subdivision and the northwesterly boundary line of the Reflections Subdivision and proceeding N 16_ 49' 00" E for a distance of 156.83 feet to a point; thence proceeding S 73_ 11' 00" E for a distance of 173.72 feet to a point; thence proceeding S 27 distance of 108.71 feet to a point; thence proceeding S 11_ 36' 05" E for a distance of 154.15 feet to a point; thence proceeding S 19_ 20' 27" E for a distance of 160.05 feet to a point; thence proceeding S 27_ 49' 18" E for a distance of 528.51 feet to a point; thence proceeding S 30_ 00' 00" E for a distance of 209.13 feet to a point; thence proceeding S 79_ 36' 29" W for a distance of 457.18 feet to a point; thence proceeding N 10_ 23' 30" W for a distance of 867.08 feet to an iron pin which marks the point of beginning. Said parcel contains 6.98 acres and is designated on the above mentioned plat as Villa Courts Number 2 and 3. For further descriptions parcel, reference is had to the above mentioned plat of record.

ALSO, ALL that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina, shown and described on a plat thereof entitled "Reflections, Richland County, S. C., a Plat of Phase 1-A and 1-B layout for Environmental Resorts, Inc.", prepared by Wilbur Smith & Associates, Inc. and certified to by Warren H. MacKay, R.L.S. (S. C.) No. 4412 said plat bearing date of March 2, 1976 and amended March 22, 1976. Said plat is recorded in the Office of the Register of Deeds for Richland County, South Carolina in Book X at page 5403. Said property is more particularly described as follows: Commence at an iron pin located along the right of way of Ulmer Road at a point which represents the northeastern boundary line of the "Berkeley Forest" Subdivision and the northwesterly boundary line of the "Reflections" Subdivision and following the boundary line separating the "Reflections" Subdivision property from that of "Berkeley Forest" Subdivision on a course of S 10_23' 30" E for a distance of 1,372.57 feet to an iron pin which is the point of beginning; thence proceeding S 87_20' 42" E for a distance of 79.70 feet to a point; thence proceeding S 04_01' 48" E for a distance of 82.42 feet to a point; thence proceeding S 05° 34' 20" E for a distance of 97.17 feet to a point; thence proceeding S 02° 32' 40" W for a distance of 45.64 feet to a point; thence proceeding S 08° 39' 40" W for a distance of 49.88 feet to a point; thence proceeding S 02° 32' 40" W for a distance of 52.04 feet to a point; thence proceeding S 03° 34' 20" E for a distance of 169.49 feet to a point; thence proceeding S 12° 17' 30" W for a distance of 91.85 feet to a point; thence proceeding S 27_04' 19" W for a distance of 101.07 feet to a point; thence proceeding N 60_34' 16" W for a distance of 413.68 feet to a point; thence proceeding N 35_13' 29" E for a distance of 582.00 feet to an iron pin which is the point of beginning. Said parcel contains 3.80 acres and is designated on the above mentioned plat as Hill House Area Number 1. For further descriptions with regard to above mentioned parcel, reference is had to the above mentioned plat of record

ALSO, ALL that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina, shown and described on a plat thereof entitled "Reflections, Richland County, S. C., a Plat of Phase 1-A and 1-B Layout for Environmental Resorts, Inc.", prepared by Wilbur Smith Associates, Inc. and certified to by Warren H. MacKay, R.L.S. (S. C.) No. 4412 said plat bearing date of March 2, 1976 and amended Notch 22, 1976. Said plat is recorded in the Office of the Register of Deeds for Richland County, South Carolina in Book X at Page 5403. Said property is more particularly described as follows: Commence at an iron pin located along the right of way of Ulmer Road at a point which represents the northeastern boundary line of the "Berkeley Forest" Subdivision and the northwesterly boundary line of the "Reflections" Subdivision and following the boundary line separating the "Reflections" Subdivision property from that of "Berkeley Forest" Subdivision on a course of S 10_23' 30" E for a distance of 1,372.57 feet to an iron pin; thence proceeding S 35_13' 29" W for a distance of 582.00 feet to a point which marks the point of beginning; thence proceeding S 60_34' 16" E for a distance of 413.68 feet to a point; thence proceeding due South 218.00 feet to a point; thence proceeding N 88° 18' 55" W for a distance of 340.15 feet to a point; thence proceeding N 65_12' 48" W for a distance of 258.06 feet to a point; thence proceeding N 35° 13' 29" E for a distance of 371.00 feet to a point which marks the point of beginning. Said parcel contains 3.59 acres and is designated on the above mentioned plat as Hill House Area

Number 2. For further descriptions with regard to the above mentioned parcel, reference is had to the above mentioned plat of record.

ALSO, ALL that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina, shown and described on a plat thereof entitled "Reflections Richland County, S. C., a Plat of Phase 1-A and 1-B Layout for Environmental Resorts, Inc.", prepared by Wilbur Smith & Associates, Inc. and certified to by Warren H. MacKay, R.L.S. (S. C.) No. 4412 said plat bearing date of March 2, 1976 and amended March 22, 1976. Said plat is recorded in the Office of the Register of Deeds for Richland County, South Carolina in Book X at Page 5403. Said property is more particularly designated as follows: Commence at an iron pin located along the right of way of Ulmer Road at a point which represents the northeastern boundary line of the "Berkeley Forest" Subdivision and the northwesterly boundary line of the "Reflections" Subdivision and following the boundary line separating the "Reflections" Subdivision property from that of "Berkeley Forest" Subdivision on a course of S 10° 23' 30" for a distance of 1,372.57 feet to an iron pin; thence proceeding S 87° 20' 42" E for a distance of 79.70 feet to a point; thence proceeding N 32° 41' 49" E for a distance of 40.00 feet to a point; thence proceeding N 71° 49' 26" E for a distance of 40.00 feet to a point which marks the point of beginning; thence proceeding N 41° 53' 10" E for a distance of 76.02 feet to a point; thence proceeding S 53° 48' 30" E for a distance of 142.97 feet to a point; thence proceeding S 87° 23' 16" W for a distance of 26.40 feet to a point; thence proceeding S 85° 20' 34" W for a distance of 50.12 feet to a point; thence proceeding S 39° 40' 05" W for a distance of 65.38 feet to a point; thence proceeding S 04° 34' 49" E for a distance of 93.36 feet to a point; thence proceeding S 23° 39' 49" E for a distance of 35.10 feet to a point; thence proceeding S 34° 48' 46" E for a distance of 65.26 feet to a point; thence proceeding S 48° 16' 47" E for a distance of 11.04 feet to a point; thence proceeding S 01° 40' 03" E for a distance of 146.03 feet to a point; thence proceeding S 20° 09' 56" W for a distance of 104.52 feet to a point; thence proceeding S 02° 31' 09" for a distance of 10.00 feet to a point; thence proceeding N 88° 18' 23" W for a distance of 95.04 feet to a point; thence proceeding N 03° 34' 20" W for a distance of 169.49 feet to a point; thence proceeding N 02° 32' 40" E for a distance of 45.64 feet to a point; thence continuing N 08° 39' 40" E for a distance of 49.88 feet to a point; thence proceeding N 02° 32' 40" E for a distance of 52.04 feet to a point; thence proceeding N 03° 34' 20" W a distance of 97.17 feet to a point; thence proceeding N 13° 14' 12" E for a distance of 104.30 feet to a point; thence proceeding N 41° 53' 10" E for a distance of 76.02 feet to a point which is the point of beginning. Said parcel contains 1.34 acres and is designated on the above mentioned plat as Lake House Area Number 1. For further descriptions with regarding the above mentioned parcel, reference is had to the above mentioned plat of record.

ALSO, ALL that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina, shown and described on a plat thereof entitled. "Reflections, Richland County, S. C., a Plat of Phase 1-A and 1-B Layout for Environmental Resorts, Inc.", prepared by Wilbur Smith & Associates, Inc. and certified to by Warren H. MacKay, R.L.S. (S. C.) No. 4412 said plat bearing date of March 2, 1976 and amended March 22, 1976. Said plat is recorded in the Office of the Register of Deeds for Richland

County, South Carolina in Book X at Page 5403. Said property is more particularly described as follows: Commence at an iron pin located along the right of way of Ulmer Road at a point which represents the northeastern boundary line of the "Berkeley Forest" Subdivision and the northwesterly boundary line of the "Reflections" Subdivision and the boundary line separating the "Reflections" Subdivision property from that of "Berkeley Forest" Subdivision on a course of S 10° 23' 30" E for a distance of 1,372.57 feet to an iron pin; thence proceeding S 35° 13' 29" W for a distance of 1,703.00 feet to a point; thence proceeding S 65° 12' 48" E for a distance of 258.06 feet to a point; thence proceeding S 88° 18' 55" E for a distance of 340.15 feet to a point; thence proceeding S 19° 32' 04" H for a distance of 171.49 feet to a point; thence proceeding N 77° 51' 21" E for a distance of 60.00 feet to a point which marks the point of beginning; thence proceeding N 25° 14' 42" W for a distance of 162.16 feet to a point; thence proceeding N 05° 37' 50" W for a distance of 142.69 feet to a point; thence proceeding N 05° 15' 46" E for a distance of 76.32 feet to a point; thence proceeding N 22° 54' 00" E for a distance of 125.92 feet to a point; thence proceeding N 01° 18' 22" E for a distance of 65.63 feet to a point; thence proceeding S 88° 18' 23" E for a distance of 95.04 feet to a point; thence proceeding S 02° 31' 09" for a distance of 125.04 feet to a point; thence proceeding S 22° 25' 13" W for a distance of 135.35 feet to a point; thence proceeding S 13° 10' 23" E for a distance of 50.79 feet to a point; thence proceeding S 36° 40' 10" E for a distance of 142.99 feet to a point; thence proceeding S 22° 00' 32" W for a distance of 123.64 feet to a point; thence proceeding S 77° 51' 21" W for a distance of 80.81 feet to a point which marks the point of beginning. Said parcel contains 1.55 acres and is designated on the above mentioned plat as Lake House Area Number 2. For further descriptions with regard to the above mentioned parcel, reference is had to the above mentioned plat of record.

The non-exclusive right of ingress and egress together with the right to place underground water lines, sewer lines, electric transmission lines, telephone lines, television lines and any other utilities of similar nature over, under and across the hereinafter described land area. The following description amounts to a description which will encompass both the origin and the terminus of the right of way together with both boundary lines thereof and will, therefore, take on the appearance of a perimeter survey of the subject property: Commencing at an iron pin along the right of way of Ulmer Road which pin is located at the northeastern property line of the "Berkeley Forest" Subdivision and the northwestern property line of the "Reflections" Subdivision and proceeding along said right of way N 16° 49' 00" E for a distance of 156.83 feet to a point which marks the point of beginning; thence proceeding S 73° 11' 00" E for a distance of 173.72 feet to a point; thence proceeding S 27° 58' 46" E for a distance of 108.71 feet to a point; thence proceeding S 11° 36' 05" E for a distance of 154.15 feet to a point; thence proceeding S 19° 20' 27" E for a distance of 160.03 feet to a point; thence proceeding S 27° 49' 18" E for a distance of 328.51 feet to a point; thence proceeding S 30° 00' 00" E for a distance of 209.13 feet to a point; thence proceeding S 31° 00' 00" E for a distance of 83.86 feet to a point; thence proceeding S 31° 47' 40" W for a distance of 375.91 feet to a point; thence proceeding S 32° 41' 49" W for a distance of 227.24 feet to a point; thence proceeding S 04° 01' 48" H for a distance of 82.42 feet to a point; thence proceeding S 03° 34' 20" E for a distance of 97.17 feet to a point; thence proceeding S 02° 32' 40" W for a distance of 45.64 feet to a

point; thence proceeding S 08° 39' 40" W for a distance of 49.88 feet to a point; thence proceeding S 02° 32' 40" W for a distance of 52.04 feet to a point; thence proceeding S 03° 34' 20" E for a distance of 169.49 feet to a point; thence proceeding S 12° 17' 38" W for a distance of 91.85 feet to a point; thence proceeding S 27° 04' 19" W for a distance of 101.07 feet to a point; thence proceeding due South 218.00 feet to a point; thence proceeding S 19° 32' 04" E for a distance of 171.49 feet to a point; thence proceeding N 77° 51' 21" E for a distance of 60.00 feet to a point; thence proceeding N 23° 14' 42" W for a distance of 162.16 feet to a point; thence proceeding N 05° 37' 50" W for a distance of 142.69 feet to a point; thence proceeding N 05° 15' 46" E for a distance of 76.32 feet to a point; thence proceeding N 22° 54' 00" E for a distance of 125.92 feet to a point; thence proceeding N 01° 18' 22" E for a distance of 65.63 feet to a point; thence proceeding N 03° 34' 20" W for a distance of 169.49 feet to a point; thence proceeding N 02° 32' 40" E for a distance of 45.64 feet to a point; thence proceeding N 08° 39' 40" E for a distance of 49.88 feet to a point; thence proceeding N 02° 32' 40" E for a distance of 52.04 feet to a point; thence proceeding N 03° 34' 20" W for a distance of 97.17 feet to a point; thence proceeding N 13° 14' 12" E for a distance of 104.30 feet to a point; thence proceeding N 41° 53' 10" E for a distance of 187.80 feet to a point; thence proceeding N 22° 35' 02" E for a distance of 122.38 feet to a point; thence proceeding N 30° 19' 00" E for a distance of 136.69 feet; thence proceeding N 25° 51' 54" E for a distance of 166.52 feet to a point; thence proceeding N 32° 43' 01" W for a distance of 27.00 feet to a point; thence proceeding N 31° 43' 47" W for a distance of 273.92 feet to a point; thence proceeding N 30° 31' 00" for a distance of 178.24 feet; thence proceeding N 16° 45' 21" W for a distance of 97.12 feet to a point; thence proceeding N 05° 25' 24" W for a distance of 158.71 feet to a point; thence proceeding N 16° 12' 48" W for a distance of 146.84 feet to a point; thence proceeding N 30° 31' 47" W for a distance of 181.11 feet to a point; thence proceeding N 76° 24' 42" W for a distance of 184.28 feet to a point; thence proceeding S 16° 49' 00" W for a distance of 197.19 feet to a point which marks the point of beginning. Said plat is recorded in the Office of the Register of Deeds for Richland County, South Carolina in Book X at Page 5403.

ALSO, ALL that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina, more particularly shown, and described on a plat entitled "A Plat of REFLECTIONS in Richland County, near Columbia, South Carolina, Environmental Resorts, Inc. Developers", which plat is dated April 6, 1976, and prepared by Wilbur Smith and Associates and certified to by Warren H. MacKay, R.L.S. (S. C.) No. 4412 and which plat is recorded in the Office of the Register of Deeds, Richland County, South Carolina, in Book X at Page 5823. Said property contains one and thirty-three hundredths (1.33) acres and is described on the above mentioned plat as "Tennis Courts and Pro Shop", being more particularly described as follows, to-wit: Commencing at a concrete monument located along the western right-of-way of Rawlinson Road at a point which Southeastern Corner of the 184 acre "Reflections" property which point is likewise the northeastern corner of the property belonging to lower Richland School District No. 5 which point is the point of commencement and proceeding N 74° 04' 05" W for a distance of 599.43 feet to a point; thence proceeding N 48° 35' 23" W for a distance of 314.53 feet to a point which marks the point of beginning; thence proceeding S 10° 30' 00" for a

distance of 290.00 feet to a point; thence proceeding S 79° 30' 00" E for a distance of 210.00 feet to a point; thence proceeding N 10° 30' 00" for a distance of 90.00 feet to a point; thence proceeding S 79° 30' 00" E for a distance of 15.00 feet to a point; thence proceeding N 10° 30' 00" B for a distance of 200.00 feet to a point; thence proceeding S 79° 30' 00" for a distance of 195.00 feet to a point which marks the point of beginning. For a more detailed description of the above described parcel, reference is had to the above mentioned plat of record. Together with the non-exclusive right of ingress and egress to the Said parcel over and across the right-of-way leading thereto as shown on the aforementioned plat of record.

ALSO, ALL that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina, more particularly shown and described on a plat entitled "A Plat of REFLECTIONS in Richland County, near Columbia, South Carolina, Environmental Resorts, Inc. Developers", which plat is dated April 6, 1976, and prepared by Wilbur Smith & Associates and certified to by Warren H. MacKay, R.L.S. (S. C.) No. 4412 and which plat is recorded in the Office of the Register of Deeds for Richland County, South Carolina, in Book X at Page 5823. Said property contains twenty hundredths (0.20) acres and is described on the above mentioned plat as "Stable Area", being more particularly described as follows, to wit: Commencing at a concrete monument located along the western right-of-way of Rawlinson Road the 184 acre "Reflections" property which point is likewise the northeastern corner of the property belonging to Richland School District No. 5 which point is the commencement and proceeding N 15° 29' 56" E for a distance of 585.00 feet to a point; thence proceeding N 15° 29' 36" E for a distance of 371.55 feet to a point; thence proceeding S 86° 53' 28" W for a distance of 341.13 feet to a point which marks the point of beginning; thence proceeding N 75° 00' 00" W for a distance of 118.00 feet to a point; thence proceeding N 15° 00' 00" E for a distance of 72.00 feet to a point; thence proceeding S 75° 00' 00" E for a distance of 118.00 feet to a point; thence proceeding S 15° 00' 00" for a distance of 72.00 feet to a point which marks the point of beginning. For a more detailed description of the above described parcel reference is had to the above mentioned plat of record. Together with the non-exclusive right of ingress and egress to the said parcel, over and across the right-of-way leading thereto as shown on the aforementioned plat of record.

ALSO, all that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being between Ulmer, Caughman and Rawlinson Roads, near the City of Columbia, in the County of Richland, State of South Carolina, containing 184.06 acres, more or less, as shown on a plat of Mill Creek Sanitary Sewer Outfall Line prepared for C. W. Haynes and Company, Incorporated by McMillan Engineering Company dated April 11, 1974, to be recorded in the Office of the Register of Deeds for Richland County, said tract having the following measurements and boundaries, to wit: Commencing at an iron at the northernmost corner of said tract on the eastern edge of the right-of-way of Ulmer Road, as shown on said plat, and running therefrom along the property shown as Blocks B and E of Oxford Commons S 66° 03' E for a distance of 1,159.6 feet to an iron; thence turning and running S 51° 03' E along the property shown as Block C of Oxford Commons a distance of 773.50 feet to an iron; thence turning and

running along the edge of the right-of-way of Rawlinson Road S 24° 35' E for a chord distance of 283.30 feet to an iron; thence turning and running along the edge of the right-of-way of Rawlinson Road S 51° 36' E a distance of 166.4 feet to an iron; thence turning and running along the edge of the right-of-way of Rawlinson Road S 19° 35' E a chord distance of 268.72 feet to an iron; thence turning and running along the edge of the right-of-way of Rawlinson Road S 12° 43' W a distance of 214.2 feet to an iron; thence turning and running along the edge of Rawlinson Road S 01° 40' W a chord distance of 452.34 feet to an iron; thence turning and running along the edge of Rawlinson Road S 09° 24' E for a distance of 486.1 feet to an iron; thence turning and running along the edge of Rawlinson Road S 02° 51' W a chord distance of 472.37 feet to an iron; thence turning and running along the edge of Rawlinson Road S 15° 06' W, a distance of 958.83 feet to an iron; thence turning and running along the property of Lower Richland School District No. 5 N 74° 38' W for a distance of 600.0 feet to an iron; thence turning and running along the property line of Lower Richland School District No. 5 S 15° 22' W for a distance of 926.60 feet to an iron; thence turning and running S 71° 55' S along the edge of the right-of-way of Caughman Road a chord distance of 909.28 feet to an iron; thence turning and running N 21° 41' E along the edge of the property of East Columbia Baptist Church for a distance of 475.9 feet to an iron; thence turning and running N 22° 19' E along the property of East Columbia Baptist Church for a distance of 168.50 feet to an iron; thence turning and running N 48° 10' W along the property of East Columbia Baptist Church for a distance of 358.9 feet to an iron; thence turning and running N 56° 32' W along property of East Columbia Baptist Church, C. W. Haynes and Company, Incorporated, Block "Q" Berkeley Forest, Prince Charles Court, and Block "P" Berkeley Forest for a distance of 1,035.09 feet to an iron; thence turning and running N 34° 44' E along property shown as Block "P" Berkeley Forest, Limerick Lane, and Block "G" Berkeley Forest for a distance of 1,705.3 feet to an iron; thence turning and running N 10° 52' W along property shown as Block "G" Berkeley Forest, Plymouth Rock Road and Block "F" Berkeley Forest for a distance of 1,375.5 feet to an iron; thence turning and running N 16° 49' E along the edge of the right-of-way of Ulmer Road a chord distance of 422.59 feet to the iron which is the point of commencement, all measurements being a little more or less.

Less and excluding, however, all that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina and having and containing 6.00 acres, more or less, being shown and described on a plat entitled "portion of 'Lazy Acres' Property" for Environmental Resorts, Inc. in Richland County near Columbia, South Carolina, prepared by Wilbur Smith and Associates, Inc. and bearing date of December 10, 1974, which plat is certified to by Warren H. Mackay, South Carolina registered Land Surveyor under Registration Number 4412, which plat is recorded in the Office of the Register of Deeds for Richland County in Plat Book X at Page 3012 and having such metes and bounds as shown on said recorded plat. Likewise less and excluding the above described 18.6 acre parcel, the complete description of which will be substituted herein prior to recording.

ALSO, all that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina and containing 3.26 acres as shown on a plat

prepared for TEAM, Inc. by Cox and Dinkins, Inc. dated July 8, 1988 and recorded in the RMC Office for Richland County in Plat Book 52 at Page 2467, and according to said plat having the following measurements and boundaries, to-wit: beginning at an iron located at the Northeastern corner of said lot where it intersects with Lazy Acres Drive and Southbury Subdivision and running S 66 ° 41' E for a distance of 79.84', to an iron; thence turning and running S 57 ° 48'E for a distance of 80.17', to an iron; thence turning and running S 62 ° 50'E for a distance of 135.21', the radius of which is 260.66', to an iron; thence turning and running S 87 ° 52'E for a distance of 200.00', to an iron; thence turning and running S 02 ° 11'E for distance of 88.50', to an iron; thence turning and running S 75 ° 11'E for a distance of 102.07', to an iron; thence turning and running S 14 ° 40'W for a distance of 85.30', to an iron; thence turning S 18 ° 22'W for a distance of 60.15', to an iron; thence turning and running S 14 ° 34'W for a distance of 110.38', to an iron; thence turning and running N77 ° 58'W for a distance of 247.81', to an iron; thence turning and running N 09 ° 44'E for a distance of 155.0', to an iron; thence turning and running N 79 ° 25' W for a distance of 199.02', to an iron; thence turning and running S 10 ° 36'W for a distance of 5.71' to an iron; thence turning and running N 79 ° 36'W for a distance of 141.13', to an iron; thence turning and running N 05 ° 51'E for a distance of 80.95', to an iron; thence turning and running N 10 ° 55'E for a distance of 73.98', to an iron; thence turning and running N 20 ° 18'E for a distance of 73.27', to an iron and the point of commencement; be all measurements a little more or less. Said property being bounded as follows: on the North by Southbury Subdivision; on the East by property now or formerly by Environmental Resorts, Inc.; on the South by property now or formerly of Environmental Resorts, Inc., a tennis court and parking lot; and, on the West by Lazy Acres Drive.

SECTION 2

(The initial acreage falling within the boundaries of the Homeowner's Association consists of an 18.68 acre parcel of land located within and hereinafter described 184 acre parcel of land, a more detailed and complete description of which shall be substituted herein prior to recordation of this document.)

ALSO, all that certain piece, parcel or tract of land situate, lying and being in Richland County, South Carolina and having and containing 6.00 acres, more or less, being shown and described on a plat entitled "portion of 'Lazy Acres' Property" for Environmental Resorts, Inc. in Richland County near Columbia, South Carolina, prepared by Wilbur Smith and Associates, Inc. and bearing date of December 10, 1974, which plat is certified to by Warren H. MacKay, South Carolina registered Land surveyor under Registration Number 4412, which plat is recorded in the Office of the Register of Deeds for Richland County, in Plat Book "X" at Page 3012 and having such metes and bounds as shown on said recorded plat.

ALSO, all that certain piece, parcel, or tract of land, lying and being, and situate, in the County of Richland, State of South Carolina and being shown on a plat prepared for Michael Nemec & Company by Civil Engineering of Columbia, dated February 14, 1986, and recorded in the Office of the Register of Deeds for Richland County in Plat Book _____ at Page _____, and having according to said plat, the following courses and distances: Beginning at an iron pin in the intersection of Lazy Acres Drive and

Gardenwood Court and running S56 07' 15"E a distance of 36.62 feet to an iron pin; thence, S41 16' 18"E a distance of 67.19 feet to an iron pin; thence S02 08' 16"W a distance of 118.82 feet to an iron pin; thence S02 08' 16"W a distance of 380.85 feet to an iron pin; thence N87 51' 44"W a distance of 200.0 feet to an iron pin; thence a chord bearing of N72 49' 48"W a chord distance of 135.21 feet to an iron pin; thence, N57 47' 52"W a distance of 80.17 feet to an iron pin; thence N66 15' 05" W a distance of 72.28 feet to an iron pin; thence, N30 59' 03"E a distance of 51.26 feet to an iron pin; thence N36 38' 02"E a distance of 24.98 feet to an iron pin; thence, N43 56' 01"E a distance of 58.23 feet to an iron pin; thence, N49 51' 19"E a distance of 130.95 feet to an iron pin; thence a chord bearing of N47 06' 25"E a chord distance of 128.20 feet to an iron pin; thence N32 15' 21"E a distance of 25.48 feet; thence a chord bearing of N40 35' 32"E a chord distance of 96.27 feet to an iron pin; thence N48 55' 43"E a distance of 43.81 feet to an iron pin; thence N37 52' 02"E a distance of 43.81 feet to an iron pin which is the point of beginning, all measurements a little more or a little less and containing 3.71 acres.

ALSO, all that certain piece, parcel or tract of land, situate, lying and being in the County of Richland, State of South Carolina consisting of eight (8) different parcels totaling 17.869 acres shown and described on a plat thereof entitled "Reflections - Properties for Common Use, Richland, County, S.C., for Environmental Resorts, Inc.," by Wilbur Smith and Associates, dated February 5, 1982 and recorded in the Office of the Register of Deeds for Richland County, South Carolina in Plat Book Z at Page 2803 and 2803A, and each described separately as follows:

1. Stoney Creek Road Parcel

Beginning at the point of intersection of the easterly right-of-way line of Ulmer Road and northerly boundary of Stoney Creek Road, said point of intersection being 74.02 feet southwesterly of a property corner lying on the right-of-way of Ulmer Road and adjacent to the Oxford Commons Property; thence counter clockwise and southerly along the eastern right-of-way of Ulmer Road South 16 ° 21 minutes 32 seconds West 193.87 feet to a point; said point being common intersection point of the northerly boundary of Phase 1-B, Tract "A" and southern boundary of Stoney Creek Road and the eastern right-of-way of Ulmer Road; thence along said northern boundary of Phase 1-B, Tract "A" the following courses and distances; thence South 73 ° 09 minutes 01 second East 173.72 feet to a point; thence South 27 ° 56 minutes 47 seconds East 108.71 feet to a point; thence South 11 ° 34 minutes 06 seconds East 154.15 feet to a point; thence South 19 ° 18 minutes 28 seconds East 160.03 feet to point; thence South 27 ° 47 minutes 19 seconds East 328.51 feet to a point; thence South 29 ° 58 minutes 10 seconds East 209.14 feet to a point; said point being the common point between Phase 1-B, Tract "A" and Phase 1-A, Tract A; thence along the northern boundary of Phase 1-A, Tract "A" South 29 ° 57 minutes 38 seconds East 83.85 feet to a point; said point being the westerly intersection of the boundary of Ridge Lake Drive and the southerly boundary of Stoney Creek Road; thence South 28 ° 36 minutes 28 seconds East 60.56 feet to a point; said point being the easterly boundary of Ridge Lake Drive, the southerly boundary of Stoney Creek Road and the northwesterly corner of the Recreation Area; thence South 28 ° , 36 minutes 28 seconds East 19.73 feet to a point; thence South 29 ° 35 minutes 58 seconds East 228.45 feet to a point; thence South 25 ° 59 minutes 07 seconds East 62.25 feet to a point; thence South 23 ° 08

minutes 00 ° East 239.88 feet to a point; thence South 12 ° 11 minutes 45 seconds East 0.15 feet to a point; said point being the common corner of the northeasterly corner of the Recreation Area and the northwesterly corner of Otter Lake; thence South 12 ° 11 minutes 45 seconds East 149.05 feet to a point; thence South 02 ° 28 minutes 04 seconds East 164.44 feet to a point; thence South 05 ° 35 minutes 54 seconds East 83.46 feet to a point; thence South 12 ° 52 minutes 53 seconds East 68.03 feet to a point; thence South 19 ° 42 minutes 25 seconds East 82.62 feet to a point; thence South 23 ° 08 minutes 07 seconds East 243.76 feet to a point; thence South 27 ° 30 minutes 33 seconds East 46.33 feet to a point; thence South 35 ° 58 minutes 25 seconds East 62.58 feet to a point; thence South 46 ° 05 minutes 39 seconds East 73.08 feet to a point; thence South 49 ° 14 minutes 30 seconds East 77.40 feet to a point; thence South 27 ° 30 minutes 45 seconds East 15.37 feet to a point; said point being the intersection of the southerly boundary of Stoney Creek Road and the westerly boundary of Lazy Acres Drive; thence across Lazy Acres Drive South 47 ° 33 minutes 13 seconds East 42.31 feet to a point; said point lying on the easterly boundary of Lazy Acres Drive; thence North 53 ° 28 minutes 15 seconds East 13.54 feet to a point; thence North 87 ° 40 minutes 38 seconds East 13.65 feet to a point; thence South 74 ° 19 minutes 26 seconds East 26.91 feet to a point; thence South 79 ° 10 minutes 12 seconds East 26.97 feet to a point; thence South 81 ° 48 minutes 25 seconds East 21.33 feet to a point; thence South 78 ° 23 minutes 54 seconds East 32.73 feet to a point; thence South 73 ° 10 minutes 21 seconds East 32.69 feet to a point; thence South 68 ° 00 minutes 57 seconds East 61.02 feet to a point; thence South 72 ° 49 minutes 49 seconds East 87.55 feet to a point; thence South 83 ° 15 minutes 42 seconds East 136.08 feet to a point; thence South 18 ° 43 minutes 07 seconds East 26.99 feet to a point; thence South 86 ° 28 minutes 35 seconds East 95.86 feet to a point; thence South 77 ° 36 minutes 12 seconds East 80.29 feet to a point; thence South 63 ° 10 minutes 17 seconds East 141.29 feet to a point; thence South 59 ° 02 minutes 23 seconds East 74.46 feet to a point; said point being the intersection of the southerly boundary of Stoney Creek Road and the westerly right-of-way of Rawlinson Road; thence northerly along the westerly right-of-way of Rawlinson Road and with a curve to the left, having a radius of 1112.92 feet, a central angle of 10 ° 04 minutes 59 seconds, and a chord which bears North 01 ° 03 minutes 30 seconds East 195.60 feet, and an arc distance of 195.85 feet to a point; said point being the intersection of the westerly right-of-way of Rawlinson Road and the northerly boundary of Stoney Creek Road; thence along the northern boundary of Stoney Creek Road South 80 ° 46 minutes 23 seconds West 102.18 feet to a point; thence North 87 ° 30 minutes 07 seconds West 78.17 feet to a point; thence North 68 ° 35 minutes 23 seconds West 136.17 feet to a point; thence North 73 ° 51 minutes 45 seconds West 106.00 feet to a point; thence North 81 ° 49 minutes 27 seconds West 87.60 feet to a point; thence North 85 ° 23 minutes 39 seconds West 115.66 feet to a point; thence North 73 ° 12 minutes 17 seconds West 132.99 feet to a point; thence North 63 ° 46 minutes 08 seconds West 149.76 feet to a point; thence North 47 ° 51 minutes 34 seconds West 134.06 feet to a point; thence North 29 ° 33 minutes 46 seconds West 107.63 feet to a point; thence North 23 ° 04 minutes 21 seconds West 152.69 feet to a point; thence North 16 ° 35 minutes 53 seconds West 134.70 feet to a point; thence North 04 ° 51 minutes 26 seconds West 127.34 feet to a point; thence North 03 ° 19 minutes 33 seconds West 131.90 feet to a point; thence North 09 ° 19 minutes 15 seconds West 94.99 feet to a point; thence North 16 ° 13 minutes 46 seconds West 58.43 feet to a point;

said point labeled P.O.B. on Plat and being common with the boundary line of the Beach Area: thence continuing along the northern boundary of Stoney Creek Road North 23 ° 57 minutes 07 seconds West 111.17 feet to a point; thence North 23 ° 24 minutes 26 seconds West 165.97 feet to a point; thence North 29 ° 07 minutes 26 seconds West 140.05 feet to a point; thence North 29 ° 59 minutes 55 seconds West 479.74 feet to a point; thence North 28 ° 16 minutes 59 seconds West 217.46 feet to a point; thence North 19 ° 13 minutes 02 seconds West 103.32 feet to a point; thence North 06 ° 24 minutes 08 seconds West 190.29 feet to a point; thence North 11 ° 19 minutes 52 seconds West 49.02 feet to a point; thence North 19 ° 08 minutes 46 seconds West 89.99 feet to a point; thence North 25 ° 08 minutes 43 seconds West 68.31 feet to a point; thence North 32 ° 28 minutes 49 seconds West 87.87 feet to a point; thence North 39 ° 58 minutes 42 seconds West 74.75 feet to a point; thence North 44 ° 39 minutes 26 seconds West 159.59 feet to the Point of Beginning and containing 5.499 acres, more or less.

SAVE AND EXCEPT THEREFROM, the rights of ingress and egress over and across the area shown on said Plat encompassing Stoney Creek Road, a certain private street shown on the aforementioned plat of record. Grantor herein expressly reserves the right to grant to others non-exclusive easement for ingress and egress over the aforementioned Stoney Creek Road.

2. Common Area C-1

Beginning at a point, located on the east right-of-way of Ridge Lake Drive and being the southwest corner of Reflections property Tract "B", Phase 1-A as recorded in Richland County, S.C. Plat Book "X", pages 9490 and 9490A, proceed along the property line of Tract B, Phase 1-A South 88 ° 23 minutes 14 seconds East 95.04 feet to a point and 19.07 feet to an iron, a total distance 114.11 feet, said point being on Otter Lake; thence along Otter Lake South 22 ° 55 minutes 57 seconds West 47.16 feet to an iron pin at the corner of Phase 3, Hill and Lake Houses, said parcel being a part of Reflections property and recorded in Richland County, S.C. Plat Book "Y", pages 8535 and 8535A; thence along the line of Phase 3, South 72 ° 03 minutes 42 seconds West 63.00 feet to a point; thence, South 80 ° 51 minutes 13 seconds West 52.68 feet to a point on the east side of Ridge Lake Drive; thence along Ridge Lake Drive North 12 ° 19 minutes 31 seconds East 76.18 feet to the Point of Beginning. Area of this tract is 0.154 acre more or less.

3. Recreation Area

Beginning at an iron pin at the intersection of the south boundary of Stoney Creek Road and east boundary of Ridge Lake Drive, proceed along the south boundary of Stoney Creek Road South 28 ° 36 minutes 28 seconds East 19.73 feet; thence South 29 ° 35 minutes 58 seconds East 228.45 feet to a point; thence South 25 ° 59 minutes 07 seconds East 62.25 feet to a point; thence South 23 ° 59 minutes 08 minutes 00 seconds East 239.88 feet to a point; thence South 12 ° 11 minutes 45 seconds East 0.15 feet to a point; thence along Otter Lake South 66 ° 16 minutes 22 seconds West 103.57 feet to an iron pin at the Southeast corner of the Clubhouse area, said area being a part of the plat recorded in the Office of the Register of Deeds in Plat Book "X"; page 5823A; thence along the property line of the Clubhouse North 05 ° 02 minutes 02 seconds East 190.56 feet; thence North 80 ° 47 minutes 24 seconds West 239.54 feet and South 09 ° 12

minutes 36 seconds West 160.00 feet to the Southwest corner of the Clubhouse property on Otter Lake; thence along Otter Lake North 80 ° 25 minutes 45 seconds West 35.46 feet to an iron pin at the corner of Tract B, Phase 1-A, said tract being a portion of Reflections property recorded in Richland County, S.C. Plat Book "X", pages 9490 and 9490A; thence along said tract North 53 ° 53 minutes 59 seconds West 142.97 feet to an iron pin on the east boundary of Ridge Lake Drive; thence along Ridge Lake Drive for the following courses: North 43 ° 18 minutes 35 seconds East 26.11 feet, North 51 ° 11 minutes 33 seconds East 56.42 feet, North 33 ° 39 minutes 12 seconds East 62.26 feet, North 24 ° 08 minutes 47 seconds East 34.94 feet, North 15 ° 10 minutes 03 seconds East 45.79 feet, North 29 ° 30 minutes 57 seconds East 74.39 feet, North 39 ° 46 minutes 35 seconds East 51.64 feet, North 31 ° 26 minutes 20 seconds East 30.17 feet, North 13 ° 34 minutes 12 seconds East 39.01 feet, North 51 ° 20 minutes 34 seconds East 22.90 feet and continuing on the same line North 51 ° 20 minutes 34 seconds East 14.97 feet to the Point of Beginning. This tract contains 2.007 acres, more or less.

4. Beach

Beginning at an iron pin on the north boundary of Stoney Creek Road and labeled P.O.B. on the plat; proceed counter clockwise along Mirror Lake North 22 ° 19 minutes 09 seconds West 96.92 feet to an iron pin; thence continuing along Mirror Lake for five courses as follows: North 05 ° 42 minutes 21 seconds East 170.06 feet, North 16 ° 34 minutes 09 seconds West 63.49 feet, North 30 ° 38 minutes 19 seconds West 147.12 feet, North 23 ° 04 minutes 44 seconds West 101.33 feet and North 09 ° 08 minutes 37 seconds West 52.50 feet to an iron on the dam between Mirror Lake and Emerald Lake; thence along said dam South 42 ° 01 minutes 23 seconds West 129.63 feet to an iron pin on the north boundary of Stoney Creek Road; thence along Stoney Creek Road to iron pins set five feet back of curb South 29 ° 59 minutes 55 seconds East 137.20 feet, South 29 ° 07 minutes 26 seconds East 140.05 feet, South 23 ° 24 minutes 26 seconds East 165.97 feet and South 23 ° 57 minutes 07 seconds East 111.17 feet to the Point of Beginning. This tract of land contains 0.889 acre more or less.

5. Tennis Court Addition

Beginning at an iron pin set at the existing southwest corner of the Tennis Court property as recorded in Plat Book "X", Page 5823, proceed along the south boundary of the Tennis Court property South 79 ° 29 minutes 57 seconds East 210.00 feet to an iron pin; thence South 10 ° 30 minutes 00 seconds West 2.00 feet to an iron pin; thence along a new south line of the Tennis Court property North 79 ° 29 minutes 57 seconds West 210.00 feet to an iron pin; thence North 10 ° 29 minutes 57 seconds West 2.00 feet to the Point of Beginning. This tract of land contains 0.010 acre, more or less

6. Lazy Acres Drive

Beginning at an iron pin set at the intersection of the south right-of-way of Stoney Creek Road and the east boundary of Lazy Acres Drive at the "Sales Center", proceed along the east boundary line of Lazy Acres Drive South 34 ° 01 minutes 15 seconds West a distance of 128.49 feet to an iron pin; thence continuing along the same bearing for 161.44 feet to an iron pin; thence continuing for eleven courses to an iron pins set five feet back of the curb: South 49 ° 18 minutes 14 seconds West 13.49 feet, South 45 ° 36 minutes 41

seconds West 47.19 feet, South 47 ° 04 minutes 54 seconds West 74.37 feet, South 35 ° 09 minutes 01 seconds West 99.87 feet, South 34 ° 33 minutes 15 seconds West 51.99 feet, South 49 ° 42 minutes 06 seconds West 181.92 feet, South 45 ° 35 minutes 35 seconds West 55.52 feet, South 33 ° 41 minutes 12 seconds West 90.48 feet, South 20 ° 17 minutes 34 seconds West 73.27 feet, South 10 ° 54 minutes 23 seconds West 73.99 feet and South 05 ° 48 minutes 52 seconds West 80.90 feet; thence along other lands of the Grantor South 79 ° 29 minutes 21 seconds East 140.69 feet to an iron pin; thence along the west boundary of the Tennis Courts tract for three courses South 10 ° 30 minutes 00 seconds West 194.29 feet, North 79 ° 30 minutes 23 seconds West 15.00 feet and South 10 ° 29 minutes 57 seconds West 92.00 feet; thence North 30 ° 42 minutes 43 seconds West 53.33 feet to an iron pin on the east side of Lazy Acres Drive; thence crossing the road South 77 ° 59 minutes 13 seconds West 35.23 feet to an iron pin on the west side of said road; thence along the west boundary of Lazy Acres Drive for seventeen (17) courses to iron pins set five feet back of curb North 14 ° 20 minutes 09 seconds West 136.39 feet, North 10 ° 36 minutes 29 seconds West 72.65 feet, North 01 ° 19 minutes 44 seconds East 68.12 feet, North 06 ° 18 minutes 48 seconds East 91.88 feet, North 11 ° 11 minutes 11 seconds East 70.68 feet, North 21 ° 11 minutes 51 seconds East 82.21 feet, North 32 ° 51 minutes 48 seconds East 76.21 feet, North 41 ° 55 minutes 20 seconds East 52.12 feet, North 49 ° 54 minutes 15 seconds East 149.84 feet, North 43 ° 23 minutes 41 seconds East 92.91 feet, North 32 ° 55 minutes 20 seconds East 67.29 feet, North 38 ° 15 minutes 18 seconds East 55.23 feet, North 48 ° 17 minutes 58 seconds East 72.64 feet, North 42 ° 38 minutes 54 seconds East 70.62 feet, North 34 ° 10 minutes 06 seconds East 125.98 feet and North 34 ° 06 minutes 35 seconds East 127.45 feet; thence North 14 ° 46 minutes 33 seconds East 20.39 feet to an iron pin at the intersection of the west boundary of Lazy Acres Drive and the south boundary of Stoney Creek Road; thence along the south boundary of Stoney Creek Road South 47 ° 33 minutes 13 seconds East 42.31 feet to the Point of Beginning. Area of this tract is 1.751 acres, more or less.

SAVE AND EXCEPT THEREFROM, the rights of ingress and egress over and across the area shown on said Plat encompassing Lazy Acres Drive, a certain private street shown on the aforementioned plat of record. Grantor herein expressly reserves the right to grant to others no-exclusive easement for ingress and egress over the aforementioned Lazy Acres Drive.

7. Ridge Lake Drive

Beginning at a point, said point being the northeast corner of Reflections property, Tract "A", Phase 1-A as recorded in Richland County, S.C. Plat Book "X", page 8013 and west boundary of Stoney Creek Road, proceed along Stoney Creek Road South 28 ° 36 minutes 28 seconds East 60.56 feet to a point on the east right-of-way of Ridge Lake Drive; thence along Ridge Lake Drive to iron pins set five feet back of curb for the following eleven (11) courses: South 51 ° 20 minutes 34 seconds West 14.97 feet, South 51 ° 20 minutes 34 seconds West 22.90 feet, South 13 ° 34 minutes 12 seconds West 39.01 feet, South 31 ° 26 minutes 20 seconds West 30.17 feet, South 39 ° 46 minutes 35 seconds West 51.64 feet, South 29 ° 30 minutes 57 seconds West 74.39 feet, South 15 ° 10 minutes 03 seconds West 45.79 feet, South 24 ° 08 minutes 47 seconds West 34.94 feet, South 33 ° 39 minutes 12 seconds West 62.26 feet, South 51 ° 11 minutes 33 seconds West 56.42

feet, and South 43 ° 18 minutes 35 seconds West 26.11 feet to the corner of Reflections property, Tract "B", Phase 1-A; thence along the west property line of Tract "B", Phase 1-A as recorded in Richland County, S.C. Plat Book "X", pages 9490 and 9490A, South 34 ° 12 minutes 29 seconds West 76.02 feet to a point; thence south 13 ° 09 minutes 21 seconds West 104.30 feet to a point; thence South 03 ° 39 minutes 11 seconds East 97.17 feet to a point; thence South 02 ° 27 minutes 50 seconds West 52.04 feet to a point; thence South 08 ° 34 minutes 49 seconds West 49.88 feet to a point; thence South 02 ° 27 minutes 49 seconds West 45.64 feet to a point; thence South 03 ° 39 minutes 11 seconds East 169.49 feet to a point; thence South 12 ° 19 minutes 31 seconds West 76.18 feet to a point; thence crossing Ridge Lake Drive South 80 ° 51 minutes 13 seconds West 33.24 feet to a point on the west boundary of Ridge Lake Drive and the east property line of Reflections property, Tract "C", Phase 1-A as recorded in Richland County S.C. Plat Book "X", pages 9490 and 9490A; thence along said Tract "C", North 12 ° 19 minutes 31 seconds East 80.36 feet to a point; thence North 03 ° 32 minutes 19 seconds West 169.49 feet to a point; thence North 02 ° 34 minutes 42 seconds east 52.04 feet to a point; thence North 08 ° 41 minutes 41 seconds East 49.88 feet to a point; thence North 02 ° 34 minutes 41 seconds East 45.64 feet to a point; thence North 03 ° 32 minutes 19 seconds West 97.17 feet to a point; thence North 03 ° 59 minutes 36 seconds West 82.42 feet to a point, said point being the northeast corner of Tract "C", Phase 1-A and the southeast corner of Tract "A", Phase 1-A; thence with the east boundary line of Tract "A", Phase 1-A as recorded in Richland County, S.C. Plat Book "X", page 8013, North 32 ° 43 minutes 50 seconds East 227.24 feet to a point; thence North 31 ° 49 minutes 41 seconds East 375.91 feet to a Point of Beginning. The area of this tract of land is 1.105 acres, more or less.

SAVE AND EXCEPT THEREFROM, the rights of ingress and egress over and across the area shown on said Plat encompassing Ridge Lake Drive, a certain private street shown on the aforementioned plat of record. Grantor herein expressly reserves the right to grant to others non-exclusive easement for ingress and egress over the aforementioned Ridge Lake Drive.

8. Otter Lake

To find the Point of Beginning, commence at an iron pin located at the intersection of the southern boundary line of Stoney Creek Road and the Eastern boundary line of Ridge Lake Drive, which intersection is the northwestern corner of the "Recreation Area" parcel and following the south boundary line of Stoney Creek Road on a course of South 29 ° 35 minutes 58 seconds east 228.45 feet to a point; thence, South 25 ° 59 minutes 07 seconds East 62.25 feet to a point; thence south 23 ° 08 minutes 00 seconds East 239.88 feet to a point; thence South 12 ° 11 minutes 45 seconds East 149.20 feet to a point; thence South 02 ° 28 minutes 04 seconds East 66.01 feet to a point, which marks the Point of Beginning; thence along the perimeter of Otter Lake; South 66 ° 35 minutes 23 seconds West 71.48 feet to a point; thence South 57 ° 49 minutes 12 seconds West 25.06 feet to a point; thence South 37 ° 14 minutes 11 seconds West 29.71 feet to a point; thence South 54 ° 19 minutes 00 seconds West 182.49 feet to a point; thence South 28 ° 25 minutes 54 seconds East 56.74 feet to a point; thence South 09 ° 25 minutes 50 seconds East 21.10 feet to a point; thence South 05 ° 41 minutes 08 seconds West

127.84 feet to a point; thence South 04 ° 23 minutes 32 seconds East 104.08 feet to a point; thence South 10 ° 13 minutes 33 seconds East 140.58 feet to a point; thence South 30 ° 43 minutes 54 seconds West 21.62 feet to a point; said point lying at the dam structure of Otter Lake; thence along dam structure South 83 ° 15 minutes 57 seconds West 231.72 feet to a point on the boundary line of Phase 3, Hill and Lake Houses, a plat of which is recorded in Plat Book "Y" at pages 8535 and 8535A in the RMC for Richland County, S.C.; thence along said Phase 3, four (4) courses and distances; thence North 36 ° 38 minutes 10 seconds West 142.99 feet to a point; thence North 13 ° 08 minutes 23 seconds West 50.79 feet to a point; thence North 22 ° 27 minutes 13 seconds East 135.35 feet to a point; thence North 01 degree 57 minutes 17 seconds West 80.53 feet to a point; said point being a common corner of Phase 3, Hill and Lake Houses and Common Area C-1; thence along Common Area C-1 North 22 ° 55 minutes 57 seconds East 47.16 feet to a point; said point being a southeasterly corner of Phase 1-A, Tract "B", thence along Phase 1-A, Tract "B" the following seven (7) courses and distances: thence North 14 ° 20 minutes 16 seconds East 144.55 feet to a point; thence North 04 ° 42 minutes 08 seconds West 104.65 feet to a point; thence North 26 ° 27 minutes 46 seconds West 149.57 feet to a point; thence North 24 ° 14 minutes 16 seconds East 62.45 feet to a point; thence North 19 ° 13 minutes 29 seconds East 60.91 feet to a point; thence North 85 ° 15 minutes 05 seconds East 30.05 feet to a point; thence North 87 ° 17 minutes 48 seconds East 26.40 feet to a point; thence along the Recreation Area South 80 ° 25 minutes 45 seconds east 35.46 feet to a point; said point being common to the Clubhouse parcel at the southwest corner; thence, along the Clubhouse parcel the following three (3) courses and distances: thence South 80 ° 47 minutes 28 seconds East 70.64 feet to a point; thence South 62 ° 02 minutes 26 seconds east 111.12 feet to a point; thence South 84 ° 57 minutes 56 seconds East 77.76 feet to a point; said point being the southeast corner of the Clubhouse parcel; thence North 66 ° 16 minutes 22 seconds East 103.57 feet to a point lying on the southern boundary of Stoney Creek Road; thence along said boundary of Stoney Creek Road

South 12 ° 11 minutes 45 seconds East 149.05 feet to a point; thence South 02 ° 28 minutes 04 seconds East 66.01 feet to the Point of Beginning. This area contains 6.454 acres, more or less.

ALSO, All that parcel of land, with improvements thereon, situate in the State of South Carolina, County of Richland, the same being shown as Phase 2 – containing 3.71 acres on a plat prepared for Twin Oaks in Reflections – Phase 2 by Cox and Dinkins, Inc. dated May 20, 1992, and recorded in Plat Book 54 at Page 1624 and having such boundaries and measurements as are shown on said plat, reference being made thereto for a more complete and accurate description.