

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by International Paper Realty Corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Section 1 of Article II of this Declaration, which real property is a portion of a Planned Unit Development known as Woodlake Village; and

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and community facilities within this portion of Woodlake Village and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of the open spaces, walkways and other community facilities located within Woodlake Village; and, in order to accomplish these objectives, deems it advisable to subject the real property described in Section 1 of Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, Declarant deems it desirable in order to insure the efficient preservation, protection and enhancement of the values and amenities in Woodlake Village and the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, that an organization be created to which will be delegated and assigned the powers of owning, maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter imposed; and

WHEREAS, Developer has caused to be created for the purposes aforesaid, a South Carolina non-profit corporation under the name and style of Woodlake Village Homeowners Association.

NOW, THEREFORE, the Declarant declares that the real property described in Section 1 of Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the real property (except as provided in Article V, Section 9 hereafter) and be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Woodlake Village Homeowners Association, Inc., a South Carolina eleemosynary corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and owners of an equity of redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any additions thereto, as are or shall become subject to this Declaration and any Supplementary Declaration under the provisions of Article II hereof.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and designated as "Common Open Space," or "Common Area" or "Green Space" or "Association Owned Streets" or "Association Owned Lakes" on any plat of the property described on Schedule A attached hereto and duly recorded in the Horry County Public Registry in accordance with the provisions of this Declaration. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows:

All of that land designated "Common Area" on the plat of Woodlake, Phase I, which appears of record on map recorded in Plat Book 79 at Page 4 in the Office of the Register of Mesne Conveyance for Horry County, South Carolina.

Section 5. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties and any condominium unit located in buildings upon the Properties which is shown on the plans and specifications of a condominium recorded in the office of the Register of Mesne Conveyance for Horry County, with the exception of (1) any Common Area, Common Open Space, Green Space, streets or lakes shown on any recorded map, and (2) land reserved and specifically designated for the exclusive common use of the Owners of single-family attached cluster homes, townhouses-for-sale, condominiums or the occupants of multi-family apartment buildings or any combination of said Owners. In the event any lot is increased or decreased in size by resubdivisions, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration. Land reserved and designated for the construction of multi-family buildings shall be deemed a lot within the meaning of this Declaration, and if any conveyance (including conveyance by mortgage), recordation of plat(s) or by construction of a condominium thereon and organization of the same under the provisions of the South Carolina Horizontal Property Act; each lot derived from each subdivision and each resubdivision and creation of condominium units shall be a lot if the same shall be of sufficient size and otherwise meets the definition of a lot and private dwelling unit under this section and under applicable zoning ordinances.

Section 6. "Declarant" shall mean and refer to International Paper Realty Corporation. The term "Declarant" shall also mean and refer to any person, firm or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to International Paper Realty Corporation shall be a Declarant during such period of time as said party is vested with title to two or more such lots so long as said lots are undeveloped, developed but un conveyed, or improvements constructed thereon are unoccupied, but only during such period.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Single-Family Detached Home" shall mean a single-family residence which is not attached to any other single-family residence.

Section 9. "Single-Family Attached Cluster Home" shall mean a single-family residence attached to one or more other single-family residences by a common wall or walls but standing upon any lot other than a lot lying within the area specifically reserved and designated for multi-family buildings or townhouses.

Section 10. "Duplex" shall mean and refer to any single-family residence on a lot specifically reserved and designated for duplex residences and located within a building which is designed to contain under one roof two private dwelling units.

Section 11. "Townhouse-for-Sale" shall mean any single-family residence built for sale on a lot in an area specifically reserved and designated for townhouse residences and located within a building which is designed to contain under one roof more than one private dwelling unit.

Section 12. "Condominium" shall mean a dwelling unit in a residential building constructed in the area reserved and designated for multi-family buildings and designed to contain under one roof more than one private dwelling unit irrespective of whether title to all of the units shall be vested in one owner or shall be vested in diverse owners and which multi-family building has been subjected to the South Carolina Horizontal Property Act.

Section 13. "Multi-Family Apartment Building" shall mean a residential building constructed within an area specifically reserved and designated for multi-family buildings and designed to contain under one roof more than one apartment dwelling unit and which units are for rentable purposes and not for sale. In the event a multi-family apartment building is converted into condominiums subsequent to the filing of this Declaration, said multi-family apartment building shall cease to exist as such and the units contained therein shall be considered condominiums for purposes of this Declaration.

Section 14. "Developer" shall mean and refer to Woodlake Village, Inc., a corporation, its successors and assigns.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

#### ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Horry County, South Carolina and is shown on map recorded in Plat Book 79 at page 4 in the Office of the Register of Mesne Conveyance for Horry County.

This property shall be herein referred to as "Existing Property".

Section 2. Additions to Existing Property. Additional property may be brought within the scheme of this Declaration and the jurisdiction of the Association in the following ways:

(a) Additional land within the area described in the metes and bounds description attached hereto as Schedule A and incorporated herein by reference may be annexed to the Properties by Declarant and brought within the scheme of this Declaration and within the jurisdiction of the Association, in future stages of development, without the consent of the Association or its members; provided that said annexations, if any, must occur within twelve (12) years after the date of this instrument; and provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them.

(b) Additional residential property (and common area), outside of the area described in the aforementioned SCHEDULE A may be annexed to the Properties and brought within the scheme of this Declaration and the jurisdiction of the Association with the consent of the members entitled to at least two-thirds (2/3) of the votes appurtenant to all Class A lots and at least two-thirds (2/3) of the votes appurtenant to all Class B lots, if any, as herein-after defined in Article III, Section 2. The Association may participate in mergers or consolidations with other non-profit corporations organized for the same or similar purposes as the Association, thereby adding to the Association, or to a surviving homes association, the properties, rights and obligations of the non-profit corporation with which it merges or consolidates. Any such merger or consolidation shall have the assent of the members as provided above in this subsection (b), and no such merger or consolidation shall revoke, change or add to any of the provisions of this Declaration except as herein provided.

(c) The additions authorized under Subsection (a) and (b) shall be made by film of record Supplementary Declarations of Covenants, Conditions and restrictions with respect to the additional properties which shall extend the scheme of this Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessment for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect only the different character of the added properties and as are not inconsistent with the provisions of this Declaration.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the lots. There shall be two classes of lots with respect to voting rights:

(a) Class A Lots. Class A lots shall be all lots except Class B lots as the same are hereinafter defined. The voting rights appurtenant to the Class A lots shall be as follows:

(1) Single-Family Detached Homes. The owner of each lot designated as a lot on which a single-family detached home is or may be constructed shall be entitled to one (1) vote.

(2) Single-Family Attached Cluster Homes. The owner of each lot designated as a lot on which a single-family attached cluster home is or may be constructed shall be entitled to one (1) vote.

(3) Duplex. The owner of each lot designated as a lot on which a duplex is or may be constructed shall be entitled to one (1) vote.

(4) Townhouses-for-Sale. The owner of each lot on which a townhouse-for-sale is or may be constructed shall be entitled to one (1) vote.

(5) Condominium. The owner of each completed condominium unit designated as a Lot as hereinabove provided shall be entitled to one (1) vote. To qualify as "completed", the condominium unit within a multi-family building must either be occupied, available for immediate occupancy, or temporarily unavailable for immediate occupancy on account of repairs, maintenance work or restoration. A lot reserved and designated for development of condominiums but not containing at least two completed private dwelling units shall be allotted one (1) vote. In the event Declarant owns any condominium lot, completed or otherwise, it shall be entitled at all times to vote as herein provided.

(6) Multi-Family Apartment Buildings. The owner of each lot upon which there are constructed multi-family apartment building(s) shall be entitled to three-fourths (3/4) of one vote for each completed apartment dwelling unit within the apartment building(s) located upon said lot. To qualify as "completed", the apartment dwelling unit within the apartment building must either be occupied, available for immediate occupancy, or temporarily unavailable for immediate occupancy on account of repairs, maintenance work or restoration. A lot reserved and designated for the development of multi-family apartment building(s) but not containing at least two completed apartment dwelling units shall be allotted one (1) vote. So long as Declarant owns any multi-family lots, its voting rights with reference to any such lots shall be determined as provided in this subsection Ca) (1).

(7) When more than one person owns an interest (other than a leasehold or security interest) in any lot, all such persons shall be members and the voting rights appurtenant to said lot shall be exercised as they, among themselves, determine. The votes appurtenant to any one lot shall be limited as provided in (1), (2), (3), (4), (5), and (6) above regardless of the number of persons owning an interest in such lot.

b. Class B Lots. Class B lots shall be all lots owned by Declarant which have not been converted to Class A lots as provided in paragraphs (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B lot owned by Declarant.

The Class B lots shall cease to exist and shall be converted to Class A lots:

(1) When the total number of votes appurtenant to the Class A lots equals the total number of votes appurtenant to the Class B lots; provided, that the Class B Lots shall be reinstated with all rights privileges and responsibilities, if after conversion of the Class B Lots to Class A Lots hereunder, additional land containing lots is annexed to the existing property pursuant to Article II, Section 2 hereof; or

(2) On December 31, 1992,

whichever event shall first occur.

When the Class B lots cease to exist and are converted to Class A lots, Declarant shall have the same voting rights as other owners of Class A lots.

Section 3. In the event that the Owner of any Lot ceases to occupy the residence located on said Lot as his own personal living quarters or in the event that any Lot is leased for rental purposes to tenant, then in such event, the vote as expressed by owners of rental lots, including the votes attributable to the owners of multi-family apartment buildings, if voted in a bloc, shall not be entitled to any weight greater than forty-nine (49%) percent on any matter pending before the Association.

#### ARTICLE IV

##### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area established initially and in all future Stages or Sections of the development, which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to limit the use of said recreational facilities to Owners who occupy a residence on the Properties, and to their families, tenants, and guests as provided in Section 2 of this Article IV;

(b) the right of the Association to suspend the voting rights and rights of an Owner to the use of the recreational facilities for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) 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 the members entitled to at least three-fourths (3/4) of the votes appurtenant to all Class A lots and at least three-fourths (3/4) of the votes appurtenant to all Class B lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewerage, utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements, in the opinion of said Board, are requisite for the convenient use and enjoyment of the Properties.

(d) the right of the Association, with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each class of lot (Class A and B), to mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

##### Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence in Horry County, South Carolina.

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants who occupy a residence within the Properties,

or a portion of said residence, as their principal residence in Horry County, South Carolina.

(c) Guests. Recreational facilities located on common areas situated upon the Properties may be utilized by guests of Owners, tenants or contract purchasers subject to such rules and regulations governing said use of the Association as may be established by the Board of Directors.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. In addition, the Owner of a duplex lot is deemed to covenant and agree to pay to the Association any sums due under Article VIII for Special Maintenance For Duplexes. Any such assessment or charge, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal or corporate obligation of the person(s), firm(s), or corporation(s) owning such property at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owners' successors in title unless expressly assumed by them. Although unpaid assessment charges are not the personal obligation upon such Owner's successors in title unless expressly assumed by the successors in title, the unpaid assessment charges continue to be a lien upon the property against which the assessment has been made.

Section 2. Purposes 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 and related to the use and enjoyment of the Common Area, including but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, payments of principal and interest on funds borrowed for Association purposes, and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$120.00 (\$10.00 per month) per Class A Lot and \$30.00 (\$2.50 per month) per Class B Lot. Except that those Class B Lots which are occupied by residents shall be assessed at the same rate as Class A Lots beginning at the time of occupancy. Developer (Woodlake Village, Inc.) agrees to pay all assessments (annual and any special assessments) for Class B Lots.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by the Board of Directors effective January 1 of each year, without a vote of the membership, but subject to the limitation that the percentage of any such increase shall not exceed the percentage increase, if any, in the United States Department of Labor Consumer Price Index -- All Cities

(1967-68 = 100), or in the event such index is no longer published, a comparable index reflecting increases in the cost of living prepared by the United States Government, by the amount of the increase in such Consumer Price Index from July 31 of the second year next preceeding the then current year to July 31 of the then current year.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased without limitation if such increase is approved by no less than two-thirds (2/3) the votes appurtenant to each class of lots (Class A and Class B), cast in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum; provided, however, that the ratio of the assessment established for each Class A lot in any category to the assessment established for each Class B lot in that category shall always be three (3) to one (1); with the assessment with respect to any Class B Lot converted to a Class A Lot or reconverted from Class A to Class B to be prorated and charged according to its Class as of the date of each conversion and reconversion.

(d) Any annual assessment established by the Board of Directors shall continue thereafter from year to year as the annual assessment until changed by said Board.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessment(s) for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the Common Area, repayment of indebtedness and interest thereon, borrowing of funds to make property comply with zoning ordinance(s), borrowing of money for capital improvement and pledging or mortgaging of Association property as security for loans, including fixtures and personal property, related thereto, provided that any such assessment shall have the same assent of the members as provided in Section 3(b) of this Article and shall be in the ratio of three (3) to one (1) for Class A and Class B lots as provided in Section 3(c) of this Article.

Section 5. Assessment Rate. The annual and special assessment for the Lots within the Properties shall be fixed at the following rates and may be collected on a monthly basis:

(a) Single-Family Detached Homes. Each lot designated as a lot on which a single-family detached homes is or may be constructed shall be assessed at a rate of one hundred (100%) percent of any annual or special assessment fixed or levied pursuant to Section 3 or Section 4 of this Article (said annual or special assessment being referred to in this Section as "the assessment").

(b) Single-Family Attached Cluster Homes. Each lot designated as a lot on which a single-family attached cluster home is or may be constructed shall be assessed at a rate of one hundred (100%) percent of "the assessment".

(c) Duplex. Each lot designated as a lot on which a duplex is or may be constructed shall be assessed at a rate of one hundred (100%) percent of "the assessment".



(d) Townhouse-for-Sale. Each lot designated as a lot on which a townhouse-for-sale is or may be constructed shall be assessed at a rate of one hundred (100%) percent of "the assessment".

(e) Condominium. Each lot used for the development thereon of condominiums shall, upon the completion of two or more private dwelling units in said condominium, be assessed for each completed private dwelling unit, and each unit shall be assessed at a rate of one hundred (100%) percent of "the assessment". To qualify as "completed", the private dwelling unit within the condominium must be occupied, available for immediate occupancy, or temporarily unavailable for immediate occupancy on account of repairs, maintenance work or restoration. Prior to the completion upon a lot of two (2) private dwelling units within a condominium and the submission of the property to the South Carolina Horizontal Property Act, said lot shall be assessed at a rate of one hundred (100%) percent of "the assessment".

(f) Multi-Family Apartment Building. Each lot used for the development thereon of multi-family building(s) shall, upon the completion of two or more private dwelling units in said building(s), be assessed for each completed private dwelling unit, and each unit shall be assessed at a rate of seventy-five (75%) percent of "the assessment". To qualify as "completed", the private dwelling unit within the multi-family apartment building must be occupied, available for immediate occupancy, or temporarily unavailable for immediate occupancy on account of repairs, maintenance work or restoration. Prior to the completion upon a lot of two (2) private dwelling units within a multi-family apartment building, said lot shall be assessed at a rate of one hundred (100%) percent of "the assessment".

Section 6. Notice of Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes appurtenant to each Class A lot and Class B lot shall constitute a quorum. If the required quorum is not present, another meeting may be called subject or the same notice or requirement, and if the same is called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Date: Certificate of Payment. The annual assessment provided for herein shall commence as to all lots on the first day of the month following the conveyance of any part of the Common Area to the Association. The first annual assessment shall be "maximum annual assessment" set forth in Section 3 of this Article and shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each lot and at least fifteen (15) days before January 1 of each year shall send written notice of each assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments 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 have been paid and such certification shall be binding upon the

Association as of the date issued.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a minimum rate of six (6%) percent per annum or at the rate established by the Board of Directors at the beginning of the fiscal year of the Association. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot. Developer (Woodlake Village, Inc.) agrees to pay all assessments (annual and any special assessments) for Class B Lots which are in Phase I or which have been annexed to the properties by a Supplemental Declaration joined in by Developer.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect any assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein.

## ARTICLE VI

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, including the erection of antennas, aerials, awnings, the replacement of roofs, and the painting of exterior surfaces until the plans and specifications showing the nature, kind, color, shape, heights, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Refusal or approval of plans, specifications and plot plans or any other items may be based on any grounds, including purely aesthetic grounds in the sole discretion of the Architectural Review Board. The Association shall have the right to charge a reasonable fee for receiving each application in an amount not to exceed \$50.00. The members of the Associa-

tion and the Architectural Review Board shall serve without compensation. It is provided, however, that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development. Any permission granted by Association for construction pursuant to this covenant shall not constitute or be construed as an approval by Association of the structural stability, design or quality of any building or lot improvement. No tree four (4") inches in diameter or ten (10') feet in height shall be cut, removed or intentionally damaged on any Lot without the written approval of the Board of Directors on the Architectural Control Committee. It is provided, however, that nothing herein contained shall be construed to permit interference with the development of the Properties by Declarant.

## ARTICLE VII

### EXTERIOR MAINTENANCE

The Owner shall maintain the grounds and the improvements situated on each Lot, including, but not limited to plantings, landscaping, and lawns, at all times in a neat and attractive manner satisfactory to the Board of Directors of the Association. Upon the Owner failure to do so, the Association may, at its option, after approval by a majority vote of the Board of Directors and after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and, all expenses of the Association under this sentence shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon the Owner's failure to maintain the exterior of any structure, including the roof, in good repair and appearance, the Association may, at its option, after approval by a majority vote of the Board of Directors and after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided.

## ARTICLE VIII

### SPECIAL MAINTENANCE FOR DUPLEXES

In addition to the exterior maintenance responsibilities set forth in Article VII hereof, each Owner of a duplex Lot shall be responsible for the repair, replacement, and maintenance of the roof, exterior walls and foundation of the duplex building. These items together with the exterior painting, which includes the exterior windows, sills and doors, shall be a common and equal expense of the Owners of each side of a duplex building. The exterior appearance of the duplex building and the roof shall be maintained in a neat and attractive manner satisfactory to the Board of Directors of the Association. If the Owner of one side of a duplex building deems the exterior in need of painting, repair and/or replacement or the roof in need of repair or replacement, he should contact the Owner of the other side of the duplex building to discuss the need for said maintenance, repair and/or replacement. If both Owners agree on the necessary maintenance, repair

and/or replacement, the Owners shall submit their plans for approval to the Board of Directors of the Association or the architectural control committee as provided in Article VI hereof. Upon completion of the work, the Owners shall equally share the expenses. In the event the Owners of the duplex building cannot agree on the exterior/roof repair, replacement or maintenance, the Board of Directors of the Association shall make the decision as to what is needed, in their sole discretion, for the Owners of the duplex building and said Owners shall be bound by the decision of the Board. Should an Owner or both Owners of a duplex building refuse to carry out the Board's decision, the Board may, at its option, after approval by a majority vote of the Board of Directors and after giving the duplex Owners thirty (30) days written notice, make the repairs, replacements or maintenance approved by the Board. One-half of the cost of any of the work performed by the Board upon the Owners' failure to do so shall be immediately due and owing from each Owner of one-half of the duplex building and shall constitute an assessment against each Owner's duplex Lot, collectible in a lump sum and secured by the lien against the Lot as herein provided. This same procedure shall also be applicable for any needed repair, replacement or maintenance of any common utilities serving the duplex building.

In the event that the need for maintenance, repair and/or replacement is caused by the willful or negligent act of the Owner of one side of the duplex building, his family, guests or invitees, the entire cost of such maintenance, replacement and/or repairs shall be assessed against that Owner's duplex Lot.

#### ARTICLE IX

##### USE RESTRICTIONS

Section 1. Land Use. All lots shall be used for residential purposes only, except that Declarant may maintain sales offices, models and construction offices on the Properties.

Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any lot or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes and provided further that the number of pets does not exceed three. All dogs must be kept fenced, tied, or on leaders when within the Properties or on any Lot.

Section 4. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot or any other unenclosed area within the Properties, except in such areas within the Properties or on Lots which are approved for such purposes by the Board of Directors.

#### ARTICLE X

##### EASEMENTS

Easements for installation and maintenance of driveway, walkway, parking area, water line, gas line, cable television, telephone, electric power line, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat. Further, easements ten feet in width

for such purposes are reserved over, under and through and along the rear lot lines of all lots shown on recorded plats, and easements five feet in width for such purposes are reserved over, under and through and along all side lot lines of all lots shown on recorded plats, as well as temporary easements five feet in width along the front lot lines for construction, maintenance and repair purposes. In the event it is determined that other and further easements are required over any lot or lots in locations not shown on the recorded plat and not along rear or side lot lines, such easements may be established by the Declarant, except that if any such easements are reserved or established after the conveyance of a lot or lots to be affected thereby, the written assent of the Owner or Owners of such lot or lots and of the trustees and mortgagees in deeds of trust constituting a lien thereon shall be required. Such easements shall be in favor of Declarant, the Developer and any provider of utility services and shall be for the benefit of the Properties and any adjacent lands in which the Declarant or Developer has an interest. In no event shall an easement run under or through any dwelling constructed on a Lot. The Association may reserve and grant easements for the installation and maintenance of sewerage, utility and drainage facilities over, under and through the Common Areas as provided in Article IV, Section 1(c). Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through channels in the easements.

Every portion of a Lot and each Townhouse-for-Sale or Duplex constructed thereon and contributing to the support of an abutting Townhouse-for-Sale or Duplex shall be burdened with an easement of support for the benefit of such abutting Townhouse-for-Sale or Duplex. Further, all portions of a Townhouse-for-Sale or Duplex which as a result of settling or shifting of a building or as a result of survey or construction error protrude beyond the delineated boundaries of the Lot upon which the dwelling is located and, therefore, encroaches onto an adjacent Lot, shall be deemed to be included within said delineated boundaries and there is hereby reserved an easement for such encroachments and the maintenance of same.

## ARTICLE XI

### PARTY WALLS FOR TOWNHOUSES AND DUPLEXES

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhouses and duplex homes upon the Properties and placed on the dividing line between townhouse and duplex 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 liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 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 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 may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this 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 5. Right to Contribution Runs With Land. The right of any Owner to contribute from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE XII

### FINANCING

Section 1. Approval of Mortgagees. Unless at least seventy-five percent (75%) of the Mortgagees in Mortgages on Lots located within the Properties, have given their prior written approval, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sale or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association. The granting of easements for utilities or other purposes shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner.

(c) By act or omission change, waive or abandon any plan of regulation, or enforcement thereof pertaining to the architectural design or the exterior appearance of residences located on Lots, the maintenance of party walls Or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.

(d) Fail to maintain fire and extended coverage insurance on insurable improvements in the Common Area on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value.

(e) Use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged improvements.

Section 2. Books and Records. Any Mortgagee in any Mortgage on a Lot will have the right to examine the books and records of the Association during any reasonable business hours.

Section 3. Payment of Taxes and Insurance Premiums. Mortgagees in Mortgages on Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien against any of the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for property owned by the Association and the persons, firms or corporations making such payments shall be owed immediate reimbursement therefor from the Association.

## ARTICLE XIII

### AMENDMENT OF DECLARATION WITHOUT APPROVAL OF OWNERS

The Declarant, without the consent or approval of any other owner, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property or to qualify the Property or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale of lots, such lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Property, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U.S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment as a condition of approval, or suggesting an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD and/or such corporation or agency.

No amendment made pursuant of this Section shall be effective until duly recorded in the Horry County Registry.

## ARTICLE XIV

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of two-thirds (2/3) of the Owners after the expiration of said twenty-five (25) year period. This Declaration may be amended during the first twenty-five year period by an instrument signed by the Owners of not less than ninety (90%) percent of the lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the lots. Any amendment must be properly recorded. For the purpose of this section, additions to existing property as provided in Article II, Section 2 hereof shall not constitute an "amendment".

Section 4. FHA/VA Approval. In the event the Declarant has arranged for and provided purchasers of Lots with VA or FHA insured mortgage loans, then as long as any Class B lot exists, as provided in Article III hereof, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, other than as provided in Article II, Section 2 hereof, dedication of common area and amendment of this Declaration of Covenants, Conditions and Restrictions.

Schedule A

for

Woodlake Village Declaration

BEGINNING at a point in the westerly margin of the 100.0 foot right-of-way for the Perry Road-Garden City 230 KV transmission line, said point being located in the southeast corner of Woodlake Village Subdivision Phase I as shown on map recorded in Plat Book 79 at Page 4 in the Horry County Public Registry and running thence with the Woodlake Village Phase I property twelve calls and distances as follows: (1) S 73-16-58 w 948.48 feet to a point; (2) N 74-14-22 W 298.21 feet to a point; (3) N 39-01-39 W 85.91 feet to a point; (4) N 25-54-33 W 66.0 feet to a point; (5) in a northeasterly direction with the arc of a circular curve to the right having a radius of 595.40 feet, an arc distance of 36.01 feet (chord bearing and distance N 62-21-30 E 36.0 feet) to a point; (6) N 60-37-33 E 183.28 feet to a point; (7) in a northeasterly direction with the arc of a circular curve to the right having a radius of 807.02 feet, an arc distance of 207.37 feet) (chord bearing and distance N 67-59-15 E 206.80 feet) to a point; (8) N 75-20-57 E 70.0 feet to a point; (9) N 19-12-05 W 830.11 feet to a point; (10) N 52-25-53 E 15.0 feet to a point; (11) S 56-43-54 E 452.09 feet to a point; and (12) S 83-32-46 E 222.41 feet to a point; thence (N 28-22-20 E 326.18 feet to a point;) thence N 48-14-36 W 424.95 feet to a point; thence N 13-34-42 w 242.79 feet to a point; thence N 13-11-52 E 559.26 feet to a point; thence in a northwesterly direction with the arc of a circular curve to the right having a radius of 425.55 feet, an arc distance of 270.85 feet (chord bearing and distance N 53-41 W 266.30 feet) to a point; thence continuing in a northwesterly direction with the arc of a circular curve to the right having a radius of 1,192.38 feet, an arc distance of 82.0 feet (chord bearing and distance N 33-28-47 W 81.99 feet) to a point; thence S 53-13-01 W 174.66 feet to a point; thence S 19-59-29 W 593.78 feet to a point; thence N 83-02-21 W 173.28 feet to a point; thence N 29-27-17 W 276.04 feet to a point; thence N 31-56-47 E 425.66 feet to a point; thence N 10-07-10 W 500.01 feet to a point; thence N 31-56-47 E 111.47 feet to a point; thence N 75-59-08 B 327.86 feet to a point; thence N 12-07-13 W 324.15 feet to a point; thence in a northerly direction with the arc of a circular curve to the left having a radius of 622.53 feet, an arc distance of 194.15 feet (chord bearing and distance N 21-03-17 W 193.36 feet) to a point; thence N 28-14-41 B 355.56 feet to a point; thence S 45-16-55 B 784.08 feet to a point; thence S 45-06-55 E 335.94 feet to a point; thence S 46-21-55 B 155.10 feet to a point; thence S 43-38-05 W 60.72 feet to a point; thence S 46-36-55 E 1,073.16 feet to a point; thence S 46-26-55 B 324.23 feet to a point; thence S 46-12-21 B 195.84 feet to a point; thence S 45-40-50 E 184.33 feet to a point; thence S 46-29-30 B 636.39 feet to a point; thence S 45-43-20 B 391.91 feet to a point; thence S 45-49-46 W 641.45 feet to a point; thence S 45-55-35 W 537.45 feet to a point; thence N 43-17-31 W 222.37 feet to a point; thence N 53-13-05 W 117.05 feet to a point; thence S 34-43-29 W 152.89 feet to a point; thence S 83-15-36 W 110.77 feet to a point; thence N 54-30-58 W 124.04 feet to a point; thence N 11-07-45 W 124.34 feet to a point; thence N 29-24-56 E 107.91 feet to a point; thence N 58-50-40 W 318.45 feet to a point in the easterly margin of the aforesaid Perry Road-Garden City transmission line; thence with said transmission line S 23-37-56 W 594.91 feet to a point; thence crossing said transmission line N 66-22-04 W 100.0 feet to the point or place of BEGINNING as shown on the Phasing and Block Plan Survey for Woodlake Village by Sur-Teck, Incorporated dated April, 1984.



IN WITNESS WHEREOF, the undersigned International Paper Realty Corporation has caused this instrument to be executed its corporate name by its duly authorized officers this 7<sup>th</sup> day of December, 1984.

ATTEST:

INTERNATIONAL PAPER REALTY CORPORATION

Charles Myneder  
Secretary

By: Gary Becker  
Vice President

Rosemary W. Fisher  
Witness (1)

Marylan C. Freund  
Witness (2)

STATE OF NEW YORK

COUNTY OF New York

PROBATE

PERSONALLY appeared before me Rosemary W. Fisher [Witness (1)], who being duly sworn, says that (s)he saw the corporate seal of International Paper Realty Corporation affixed to the foregoing instrument and that (s)he also saw Gary Becker, Vice President of International Paper Realty Corporation, and Charles Myneder, Secretary of International Paper Realty Corporation, sign and attest the same, and that (s)he with Marilynn C. Freund [Witness (2)] witnessed the execution and delivery thereof as the act and deed of International Paper Realty Corporation.

Rosemary W. Fisher  
Witness (1)

Sworn to me this  
7<sup>th</sup> day of December 1984  
James E. Grapka  
Notary Public

My Commission Expires:  
3/30/86

James E. Grapka  
Notary Public, State of New York  
No. 31-4775495  
Qualified in New York County  
Commission Expires March 30, 1986