

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR ROSEHILL SUBDIVISION  
(Plat Book 28 Page 356)

*See Single*

Book 14-T Page 850

*Approved*

THIS DECLARATION, made on the 25 day of FEB,  
1986, by RPN ASSOCIATES, A Limited Partnership duly organized and  
existing under the laws of the State of South Carolina, by  
PAUL SCOTT NEWTON AND ROBERT J. ROGERS, as General  
Partner, hereinafter referred to as the "Declarant";

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of certain property in  
Pickens County, South Carolina, which is more particularly  
described as follows:

All that piece, parcel or tract of land situate, lying and being  
in the State of South Carolina, County of Pickens, being shown as  
Phase I of Rosehill Development as shown on plat thereof prepared  
for RPN Associates by Cornerstone of Seneca, Inc., Engineers,  
dated February 7, 1986, being recorded in the Clerk of Court's  
Office for Pickens County in Plat Book 28 at Page 356 and  
having according to said plat the following metes and bounds,  
to-wit:

BEGINNING at an iron pin on the western side of U. S. Highway 76  
at the corner of property now or formerly owned by Harvey Manning  
and running thence with the western side of U. S. Highway 76 the  
following courses and distances: S. 0-57-07 W. 2.70 feet, S. 7-  
20-23 W. 103.47 feet, and S. 10-50-41 W. 113.03 feet to an iron  
pin at the corner of property now or formerly owned by N. S.  
Newton; thence with Newton's line N. 76-11-49 W. 16.30 feet to an  
iron pin; thence continuing N. 76-11-49 W. 65.15 feet to an iron  
pin; thence continuing S. 47-00-40 W. 131.14 feet to an iron pin  
at the corner of property now or formerly owned by Trade Rentals;  
thence with the line of Trade Rentals N. 53-44-47 W. 97.32 feet  
to an iron pin at the corner of proposed Phase II property;  
thence with the line of said property the following courses and  
distances: N. 27-18-10 E. 129.24 feet, S. 75-27-42 E. 55.28  
feet, N. 36-18-58 E. 66.36 feet, N. 16-03-06 W. 41.84 feet, N.  
43-02-06 E. 36.73 feet, and N. 67-28-11 E. 93.19 feet to an iron  
pin at the corner of property now or formerly owned by Harvey  
Manning; thence with Manning's line S. 51-58-55 E. 46.16 feet to  
an iron pin on the western side of U. S. Highway 76, the point of  
BEGINNING. Said property is a portion of the same conveyed to  
Declarant by deed recorded in the Clerk of Court's Office for  
Pickens County in Deed Book 14-K at Page 638.

WHEREAS, Declarant will convey the said property, subject to  
certain protective covenants, conditions, restrictions, liens and  
charges as hereinafter set forth;

NOW, THEREFORE, the Declarant hereby declares that all of  
the property described above shall be held, sold, and conveyed  
subject to the following easements, restrictions, covenants, and

(ARBITRATION PROVISIONS SUBJECT TO SECTION 15-48-10  
CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED)

conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, restrictions, covenants, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

#### ARTICLE I.

##### DEFINITIONS

Section 1. "Association" shall mean and refer to Rosehill Homeowners Association, Inc. a South Carolina non-profit corporation, its successors and assigns.

Section 2. "Board of Directors" or "Board" means those persons elected or appointed and acting collectively as the Directors of the Association.

Section 3. "Building" shall mean and refer to a structure containing one or more residences constructed or erected on the Property.

Section 4. "By-laws" means the by-laws of the Association as they now or hereafter exist.

Section 5. "Common area" shall mean and refer to all land within the Property owned by the Association, along with facilities and improvements erected or constructed thereon, for the exclusive use and enjoyment of the members of the Association as shown on the aforementioned recorded plat and the plats of additional properties hereafter annexed as hereinafter provided. Said common area shall be maintained by the Association. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, being shown as Phase I of Rosehill Development as shown on plat thereof prepared for RPN Associates by Cornerstone of Seneca, Inc., Engineers, dated February 7, 1986, being recorded in the Clerk of Court's Office for Pickens County in Plat Book 28 at Page 356 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of U. S. Highway 76 at the corner of property now or formerly owned by Harvey Manning and running thence with the western side of U. S. Highway 76 the following courses and distances: S. 0-57-07 W. 2.70 feet, S. 7-20-23 W. 103.47 feet, and S. 10-50-41 W. 113.03 feet to an iron pin at the corner of property now or formerly owned by N. S. Newton; thence with Newton's line N. 76-11-49 W. 16.30 feet to an iron pin; thence continuing N. 76-11-49 W. 65.15 feet to an iron pin; thence continuing S. 47-00-40 W. 131.14 feet to an iron pin at the corner of property now or formerly owned by Trade Rentals; thence with the line of Trade Rentals N. 53-44-47 W. 97.32 feet to an iron pin at the corner of proposed Phase II property; thence with the line of said property the following courses and distances: N. 27-18-10 E. 129.24 feet, S. 75-27-42 E. 55.28 feet, N. 36-18-58 E. 66.36 feet, N. 16-03-06 W. 41.84 feet, N. 43-02-06 E. 36.73 feet, and N. 67-28-11 E. 93.19 feet to an iron pin at the corner of property now or formerly owned by Harvey Manning; thence with Manning's line S. 51-58-55 E. 46.16 feet to an iron pin on the western side of U. S. Highway 76, the point of BEGINNING. LESS- HOWEVER, Lots 1, 2, 3, 25, 26, and 27 as shown on said plat which lots are specifically reserved by Declarant. Said property is a portion of the same conveyed to Declarant by deed recorded in the Clerk of Court's Office for Pickens County in Deed Book 14-K at Page 638.

Section 6. "Common expenses" shall mean and include:

- (a) All sums lawfully assessed by the Association against its members;
- (b) Expenses for maintenance of the residences as provided in this Declaration;
- (c) Expenses of administration, maintenance, repair or replacement of the common areas;
- (d) Expenses declared to be common expenses by the provisions of this Declaration or By-laws;
- (e) Hazard, liability or such other insurance premiums as the Declaration or By-laws may require the Association to purchase;
- (f) Expenses agreed by the member to be common expenses of the Association.

Section 7. "Common profits" shall mean and refer to the balance of all income, rents, profits, and revenues of the Association remaining after the deduction of the common expenses or reserves therefore. Common profits shall not mean or include any sums lawfully assessed against members by the Association.

Section 8. "Declarant" shall mean and refer to RPN ASSOCIATES, its successors and assigns to whom the rights of Declarant are expressly transferred, or if such successors or



assigns should acquire more than one undeveloped lot or undeveloped acreage for the purpose of development, or acquire title to the property under a deed in lieu of foreclosure or judicial foreclosure, or one otherwise denominated a "Declarant" hereby.

Section 9. "Limited Common Area" shall mean and refer to and include those common areas which are agreed upon by Owners to be reserved for the use of certain lot owners to the exclusion of other lot owners.

Section 10. "Lot" shall mean and refer to any plot of land, other than the common area, shown on a recorded subdivision plat of the Property and upon which a residence has been or may be constructed.

Section 11. "Member" shall mean and refer to every person who is a member of the Association.

Section 12. "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 Property, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation.

Section 13. "Person" shall mean and refer to any individual, corporation, partnership, association or trustee or other legal entity.

Section 14. "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

Section 15. "Residence" shall mean and refer to a dwelling or place of residence, whether townhouse, patio home flat or otherwise, constructed upon a lot within the property and constituting all or part of a building. Residence or Dwelling or Unit shall mean the same thing.

## ARTICLE II.

### ANNEXATION OF ADDITIONAL PROPERTIES



Section 1. Additional properties and improvements, including common area, may be annexed in the manner provided in this Article to the Property herein described. Additional properties so annexed shall be merged with the Property herein described and any other previously annexed property, and shall be subject to the provisions of this Declaration and to the Articles of Incorporation and By-laws of the Association.

Section 2. At any time within five (5) years following the date of incorporation of the Association, the Declarant may annex additional properties to the Property herein described. The total number of lots within the Property herein described and that subsequently annexed shall not exceed thirty-five (35). All properties annexed shall be contiguous to the Property herein described or to property previously annexed. A legal description of Phase I and additional properties which may be annexed is described in the aggregate in Exhibit "A" being attached hereto and made a part of this Article by reference to said exhibit.

Section 3. In addition to annexations as provided in Section 2 of this Article, other contiguous property may be annexed at any time with the express consent of two-thirds (2/3) of each class of members.

### ARTICLE III.

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every assessed lot, subject to each of the following provisions.

(a) The right of the Association through its Board of Directors to promulgate reasonable rules and regulations governing the owners' use of the common area including any recreational facilities which may be constructed.

(b) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the limited common area and facilities.

(c) The right of the Association to suspend the voting rights (and right to use of any recreational facilities located upon the common area by a member, or any person to whom he has delegated his voting right) 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.

(d) The right of owners to the exclusive use of parking spaces as provided in this Article.

(e) The right of the Association to formulate, publish, and enforce rules and regulations as provided in Article X.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his rights of enjoyment to the common area and future recreational facilities should any be constructed, to the members of his family, his tenants, or contract purchasers provided, every such delegee shall reside on the Property. Such delegation of use shall be subject to reasonable rules and regulations enacted by the Association through its Board of Directors.

Section 3. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common areas located in Phase I as shown upon the recorded plat referred to in the premises of this Declaration, to the Association, free and clear of all liens and encumbrances, at the time or prior to the conveyance of the first lot in each respective Parcel, except utility and drainage easements and easements to governmental authorities upon condition that such area as shall be designated "common area" shall be for the sole and exclusive use and benefit of members, as long as such area is maintained in conformity with the requirements of this Declaration, the By-laws, and the Articles of Incorporation of the Association, at the sole expense of the owners. Similarly, the Declarant will convey to the Association,

upon the same conditions and for the same uses and purposes, common areas which are parts of any additional properties that are annexed by it in the future.

It is intended by the Declarant that all roads in this subdivision be private roads and shall be owned by the homeowners association for the benefit of all members. The private roads may be conveyed to the municipal authority subject to its requirement provided, at a legally called meeting of the membership, with a quorum present, the members vote affirmatively to do so by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy.

Section 4. Parking Rights. The owner or owners of each lot shall park their automobile(s) in the parking area designated therefor. All lot owners are hereby granted the right of ingress and egress from their respective lots to the private roads located on the property and from said private roads to public roads. No boats, trailers, campers or recreational facilities shall be parked on any lots, common area, or right of way of any public or private street in or adjacent to the property.

However, the Board of Directions of the Association may modify this parking restriction as it deems desirable and to the best interest of a majority of the owners in the subdivision.

Section 5. Recreational Facilities. There will be no recreational facilities in Phase I of Rosehill Subdivision. Declarant is planning no recreational facilities in Phase II, however, it plans to build a swimming pool in Phase III and a tennis court in Phase IV (the construction may be in reverse order or in different phases). This shall be at Declarant's option and there is no guarantee that said recreational facilities will be constructed. Declarant reserves the right to locate additional recreational amenities in the common area of the additional phases that may be developed. Lot owners in each and every phase that may be developed are hereby granted an equal right of easement for ingress and egress and also an easement and right to use any and all recreational facilities that may be



constructed. After the recreational facilities are completed by Declarant they will be conveyed free of debt or lien to the Homeowners Association. All members of the Association shall bear the cost of the operation and maintenance of said recreational facilities through the payment of assessments referred to in Article VI.

#### ARTICLE IV.

##### MEMBERSHIP

Section 1. Every person who is record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, but excluding persons who hold an interest merely as security for the performance of any obligations, shall be a member of the Association. Ownership of such interest shall be the sole qualification for such membership; no owner shall have more than one membership in the Association and there shall be only one vote per lot in such Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Board of Directors may make reasonable rules regarding proof of ownership.

#### ARTICLE V.

##### VOTING RIGHTS.

Section 1. Classes. The Association shall have the following two classes of voting membership:

(a) Class A. Class A members shall be all owners, with the exception of the Declarant. Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot all such persons shall be members. The vote for such lot shall be exercised as the owners thereof determine, but in no event shall more than one vote be cast with respect to any lot, and no fractional vote may be cast with respect to any lot.

(b) Class B. The Class B member shall be the Declarant, and it shall be entitled to three (3) votes for each lot in which it holds a fee or undivided fee interest,

provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) When the total votes outstanding in Class A membership equals the total votes outstanding in Class B membership; provided, however, that Class B membership shall be reinstated with all rights, privileges, and responsibilities, if, after conversion of the Class B membership to Class A membership as herein provided, additional lands are annexed to the Property by the Declarant in the manner provided in Article II of this Declaration, or

(2) on April 1, 1991.

#### ARTICLE VI.

##### COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the property, hereby covenants, and every other owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements; and
- (c) Special assessments for purchase and reconstruction of residences as hereinafter provided.

Such assessments shall be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot and improvements against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment fell due. The personal obligation

of an owner for delinquent assessments shall not pass to his successors in title unless expressly assumed by them and then only with the consent of the Association. All assessments shall be shared equally by the owners of each lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the recreation, health, safety and welfare of the residents and the Property; enforcing these covenants and the rules of the Association; improving and maintaining the Property and the residences situated thereon; and providing the services and facilities for purposes of and related to the use and enjoyment of the common area and facilities.

Section 3. Amount of Assessment.

(a) Initial Assessment. For the calendar year 1986, the initial annual assessment established by Declarant shall be that amount given to each purchaser in writing prior to signing of a contract of sale to purchase lots herein, the exact amount of which shall be determined from time to time as provided in Subsection (d) of this Section 3. The first annual assessment for the year 1986 shall be prorated as is hereinafter provided for in Section 7.

(b) Increase by Association. From and after January 1, 1987 (that is, beginning with the calendar year 1987) the annual assessment effective from any year may be increased from and after January 1 of the succeeding year by the Board of Directors, without a vote of the membership, by an amount not to exceed five percent (5%) of the maximum annual assessment of the previous year or by a percentage which may not exceed the percentage increase reflected in the U. S. City Average, Consumer Price Index - United States and selected areas for urban wage earners and clerical workers, all items most recent index and percentage changes from selected dates (published by the U. S. Bureau of Labor Statistics, Washington, D. C.), or such other index as may



succeed the Consumer Price Index, for the twelve month period ending the immediately preceding July 1, whichever is greater.

(Explanatory Note. It is the objective of this paragraph (b) to enable the Board of Directors to increase dues sufficiently to assure the adequate maintenance to which every homeowner is entitled. On the other hand, the Board of Directors should not have unlimited authority to raise dues without the consent of at least two-thirds of the homeowners. The Consumer Price Index, which is published by the Federal Government, reflects rises and falls in the cost of living. However, it is formulated by tabulating the price of many factors, such as wages, food, clothing, housing, etc. The items included in the Consumer Price Index, which would directly affect the need to lower or raise the dues of homeowners in order to properly maintain homes, landscaping, parking areas, and other common facilities, would be such items as costs of labor, roofing, and landscape maintenance. Conceivably, during some years the cost of these items may rise more than the average increase in the Consumer Price Index.

To allow for such a possibility, the Declarant has provided that the Board of Directors may raise dues from year to year in order to assure proper maintenance and thereby protect property values of the homeowners. On the other hand, the Declarant feels that the homeowners must be protected against any excessive increases in dues by the Board of Directors without the consent of the homeowners. To accomplish such objectives it is essential to use some formula. The Consumer Price Index is used by many associations because it provides a generally accepted measurement of the rise in cost of living.

If the Consumer Price Index formula should ever prove inadequate to provide for the maintenance which the Board of Directors feels is necessary, the Board must then obtain the

consent of two-thirds of the homeowners as provided in paragraph (c) of this Section 3 in order to increase dues to an amount greater than is permitted under the consumer Price Index formula.)

(c) Increase by Members. From and after January 1, 1987 the annual assessment may be increased by a percentage greater than that established by the Consumer Price Index formula or five percent (5%) greater than the previous year by an affirmative vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. The limitations herein set forth shall not apply to any increase in assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) Criteria for Establishing Annual Assessment. In establishing the annual assessment for any assessment year, the Board of Directors shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs, but it may not fix the annual assessment in an amount in excess of the sums derived by application of the Consumer Price Index formula provided in Subsection (b) without the consent of members required by Subsection (c) of this Section 3.

(e) Lots Owned by Declarant. Notwithstanding anything in this Article VI (or any other Article) to the contrary, all lots without an occupied dwelling owned by Declarant shall not be subject to assessments for services which will not benefit Declarant's unoccupied units, such as recreational expense, provided the financial stability of the Association will not be jeopardized. However, in no event shall the scaled down assessment be less than twenty-

five percent (25%) of that chargeable to other lots. Should there be a scaled down rate, a full assessment shall be immediately and permanently made against any lot upon the first occupancy of a dwelling thereon, although ownership of that lot is retained by Declarant.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of construction, defraying, in whole or in part, the costs of construction, reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting.

Section 5. Notice and 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 Sections 3 or 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) 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 of each class of membership 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 forty-five (45) days following the preceding meeting.



Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots, on a per lot basis, and may be collected on a monthly basis. Should the Board of Directors of Association determine that it would be to the best interest of the majority of the lot owners, the assessments may be collected on another time basis such as quarterly, semi-annually or annually.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be paid in equal monthly installments and the payment of such shall commence as to each lot on the first day of the second month following the conveyance of the common area of the Phase to the Homeowners Association. The first annual assessment shall be adjusted according to the number of remaining months in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association, upon demand at any time, shall furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or portion thereof which are not paid when due shall be delinquent. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the legal rate of 14% percent per annum. The Association may bring an action against the owner personally obligated to pay the same, or foreclose the lien against the property, and in either event, interest, costs, and reasonable

attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area or abandonment of this lot.

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

Section 10. Exempt Property. Any portion of the 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, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE VII.

### EXTERIOR MAINTENANCE

Section 1. In addition to maintenance of the common area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: Stain and/or paint the exterior of residence, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other such exterior improvements. Such exterior maintenance shall not include glass, surfaces, or doors. 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 reasonable times to perform maintenance as provided in this Article.

Section 2. The Association shall provide maintenance to the front and rear yards of each lot. However, any lot owner, at his option, may maintain said yard spaces in accordance with the requirements of Association. Any lot owner may fence or enclose a portion of his lot only with the prior written approval of the Association. The Association may deny said request or may attach conditions to approval of said request. Should a lot owner obtain such approval he may plant small trees, shrubs, flowers, and grass in the fenced or enclosed portion as he elects and shall maintain the fenced or enclosed portion at his own expense, provided that such maintenance does not hinder the Association in performing its maintenance duties as to the residence, the remaining yard spaces, or any limited common area. No such maintenance by an owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association, any such owner fails to maintain his yard in a neat and orderly manner, the Association may revoke the owner's maintenance rights for a period not to exceed one year and the Association shall perform maintenance during the revocation period. The owner shall not plant any vegetation in front of his residence except with the prior written approval of the Association.

Section 3. In the event that the need for maintenance or repair of a lot or the improvements therein is caused through the willful or negligent acts of its owner or his family, tenants, contract purchasers, guests, or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, or smoke, as the foregoing are defined and explained in South Carolina standard fire and extended coverage insurance policies, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such lot is subject.



ARTICLE VIII.

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residence upon the property and placed on the dividing line between the 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 owner 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 contribution from any other under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Easement and Right of Entry for Repair, Maintenance, and Reconstruction. Every owner shall have an easement and right of entry upon the lot of any other owner to the extent reasonably necessary to perform repair, maintenance,

or reconstruction of a party wall. Such repair, maintenance, or reconstruction shall be done expeditiously, and, upon completion of the work, the owner shall restore the adjoining lot or lots to as near the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.

Section 7. Certification With Respect to Contribution. If any owner desires to sell his lot, he may, in order to assure a prospective purchaser that no adjoining owner has a right of contribution as provided in this Article, request of the adjoining owner or owners a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining owner to make such certification immediately upon request and without charge. If the adjoining owner claims the right of contribution, the certification shall contain a recital of the amount claimed and the basis therefor.

Section 8. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be settled by arbitration as provided under the laws of the State of South Carolina as they are now or hereafter amended. (Section 15-48-10 et. seq. of the Code of Laws of South Carolina, 1976, as amended.)

#### ARTICLE IX.

##### ARCHITECTURAL CONTROL.

Section 1. No building, fence, wall, antenna, clothesline, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the said improvements or alterations 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 the Architectural Committee (to be appointed by the Board of Directors). In the event that the 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 them, approval will not be required and this Article will be deemed to have been fully complied with; provided, that the plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate information upon which the Board or its committee can arrive at a decision.

Section 2. The said Board or its committee shall have the right, at their election, to enter upon any lot during construction, erection, or installation of improvements or alterations to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing approved methods and good quality materials.

Section 3. The Board of Directors of Association or Architectural Committee is authorized by a unanimous vote of all of its members to approve or ratify in the construction or alteration of any building, minor violations of the setback, location and size of improvements provisions of these restrictions, if in the opinion of all the members of the Committee such shall be necessary to prevent undue hardship. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons. If such minor violation results in an encroachment, said encroachment shall be authorized in accordance with the terms of Article XI, Section 2.

Section 4. The Board of Directors of Association or Architectural Committee shall determine the square footage requirements to be contained in each residence and each phase. The minimum requirements shall be applied uniformly as to each type of construction in each phase of the subdivision or reconstruction in the event any residence is destroyed by fire or other hazard. All residences shall have such setback line requirements as may appear on the recorded plat and/or established by the Board of Directors of the Association or the



Architectural Committee. No lot shall be recut so as to face in any direction other than as is shown on the recorded plat or as established by the Board of Directors of the Association or Architectural Committee. This provision is not intended to prevent cutting off of a small portion or portions of any lot for the purpose of conveying the same to the adjoining property owner or straightening a boundary line. However, the remaining portion of the lot must not violate the minimum size requirements established by the Board of Directors of Association or Architectural Committee or any zoning regulations.

#### ARTICLE X.

#### USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each lot, common area, and any applicable recreational facilities. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in a Book of Resolutions, which shall be maintained in a place convenient to the owners and available to them for inspection during normal business hours.

Section 2. Use of Property. Each building, the residences therein, and the common area and facilities shall be for the following uses and subject to the following restrictions, and, in addition, to those set forth in the By-laws.

(a) All buildings and the common area and facilities shall be used for residential and related common purposes. Each residence may not be subdivided and shall be used as a single-family residence and for no other purpose except that the Declarant may use one or more residences for offices and/or model residences for sales purposes.

(b) Nothing shall be kept and no activity shall be carried on in any building or residence or on the common area and facilities which will increase the rate of insurance, applicable to residential use, for the property

or the contents thereof. No owner shall do or keep anything, nor cause or allow anything to be done or kept, in his residence or on the common area and facilities which will result in the cancellation of insurance on any portion of the property, or the contents thereof, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the common area and facilities.

(c) No immoral, improper, offensive or unlawful use shall be made of the property, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the owner or the Association, whichever shall have the obligation to maintain or repair such portion of the property.

(d) Nothing shall be done in or to any residence or in, to, or upon any of the common area and the facilities which will impair the structural integrity of any building, residence, or portion of the common area and facilities or which would impair or alter the exterior of any building or portion thereof, except in the manner provided in this Declaration.

(e) No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any part of the property, except that the Declarant or its agents may use any unsold residence or lease up to two residences for sales or display purposes.

(f) No owner shall display, or cause or allow to be displayed, to public view any sign, placard, poster, billboard, or identifying name or number upon any residence, building or any portion of the common area and facilities,

except as may be allowed by the Association pursuant to its by-laws, provided, however, that the Declarant and any mortgagee who may become the owner of any unit, or their respective agents, may place "For Sale" or "For Rent" signs on any unsold or unoccupied residence and in suitable places on the common area.

(g) No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the common area and facilities except at the direction of and with the express written consent of the Association.

(h) The common area and facilities shall be used only for the purposes for which they are intended and reasonably suited and which are incident to the use and occupancy of the residences, subject to any rules and regulations that may be adopted by the Association pursuant to its by-laws.

Section 3. Quiet Enjoyment. Each Owner shall be entitled to reasonable quiet enjoyment of his Residence. No obnoxious or offensive activity shall be carried on upon the property, nor shall anything be done which may be or may become a nuisance or annoyance to residents within the property.

Section 4. Pets. No animals shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of occupants. The Architectural Committee is authorized (but not required) to issue reasonable rules for the protection of all owners in this subdivision relating to the number of pets which may be kept on any numbered lot. No animals shall be permitted to go beyond the perimeter of any lot unless the animal is on a leash and under control of its owner or the owner's agent.

Section 5. Attractive Premises. The yards of each lot shall be maintained so as to be kept neat and clean at all times. The Architectural Committee is authorized but not required to issue reasonable rules relating to the use, placement and/or prohibition of wood piles, dog houses, pet yards or cages,



across the common area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the Property.

Section 2. Encroachments. All lots and the common area shall be subject to easements for the encroachment of initial improvements constructed on adjacent lots by the Declarant to the extent that such initial improvements actually encroach, including, without limitation, such items as overhanging eaves, gutters, downspouts, exterior storage rooms, and walls. If any encroachment shall occur subsequent to subjecting the Property to this Declaration as a result of settling or shifting of any building or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same. Every lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed eighteen (18) months following conveyance of a lot to an owner for the purpose of correcting any problems that may arise regarding grading and drainage. The Declarant, upon making entry for such purpose, shall restore the affected lot or lots to as near the original condition as practicable.

Section 3. Structural Support. Every portion of a residence which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of all other residences within the building.

Section 4. Emergencies. Every lot and residence shall be subject to an easement for entry by the Association for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any lot or within any residence and that endangers any building or portion of the limited common area.

ARTICLE XII.

COVENANTS OF OWNER TO KEEP UNITS INSURED AGAINST LOSS,  
TO REBUILD AND TO KEEP IN GOOD REPAIR

Section 1. The Declarant covenants with the Association, on behalf of itself and on behalf of each subsequent owner of a lot within the properties, and each owner of any lot within the properties, by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, or be exercise of any act of ownership, is deemed to covenant:

(1) The Association shall obtain a group or blanket insurance policy equal to the full replacement value of the project. Said policy shall contain a Replacement Cost Endorsement providing for replacement of a unit from insurance loss proceeds.

(2) The owner shall apply the full amount of any insurance proceeds to the rebuilding or repair of any dwelling unit (subject to the provisions and covenants contained in any mortgage or mortgages creating a lien against any lot).

(3) The owner shall rebuild or repair the dwelling in the event of damage thereto provided the dwelling is insured under a group or blanket hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds.

(4) The owner shall keep the dwelling in good repair except for repairs required of the Association.

(5) Premiums for the group or blanket hazard insurance policy shall be a common expense and shall be collectible in the same manner and to the same extent as provided for annual and special assessments in Article V.

The lien for assessments for insurance premiums shall be subordinate to the lien of any first mortgage in the same manner provided for annual and special assessments.

(6) Such policies shall provide that insurance proceeds payable on account of loss of, or damage to, the real property shall be adjusted with the carrier(s) by Rosehill Homeowners Association, Inc. and shall be payable solely to the homeowner's mortgagee, if any, and the Rosehill Homeowners Association, Inc. as Insurance Trustee for the homeowner(s). Such insurance proceeds shall be applied to repair or restoration of the property as hereinafter provided. All such insurance policies shall provide that coverage shall not be cancelled by the carrier without first giving the Rosehill Homeowners Association, Inc. and unit mortgagee, if any, ten days written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any unit owner, members of the unit owners family, the Rosehill Homeowners Association, Inc., its officers, agents and employees, as well as a waiver of the "pro rata" clause.

(7) The Association shall also obtain a broad form public liability policy covering all common area and all damage or injury caused by the negligence of the Association or any of its agents, officer or employees in an amount of not less than one million dollars for each occurrence and such policies shall contain a waiver of the right of subrogation against members of the Rosehill Homeowners Association, Inc., its officers, agents and employees.

(8) Any owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable beyond that included in the homeowners policy required by the Association.

(9) In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Association as trustee for the homeowners, the Board of Directors shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the



property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provisions agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance bond for the repair, reconstruction or rebuilding of such building or buildings.

(10) Also, the Association may levy in any calendar year, a special assessment for the purpose of defraying the cost of construction, reconstruction, repair or replacement of a building or buildings containing single family residential units, to the extent that insurance proceeds under a group insurance policy containing a Replacement Cost Endorsement are insufficient to pay all costs of said construction, reconstruction, repair or replacement to as good condition as prior to damage or destruction by fire or other casualty covered by said insurance.

(11) The reconstructed or repaired residence shall be substantially identical to the destroyed residence, unless a change shall be approved by the Board, and shall be constructed in conformity with plans submitted to and approved by the Board prior to construction.

(12) Retention by Owner. If a dwelling is not habitable by reason of damage, and the owner gives notice of his election to repair or reconstruct the dwelling, the obligation of the owner to pay annual assessment installments shall be suspended either for a period of ninety (90) days or until the dwelling is restored to a habitable condition, whichever shall first occur. In the

event a dwelling is damaged or destroyed, and the owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the lot, so that it shall be placed in a neat, clean and safe condition; and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the dwelling until paid by the owner, unless the dwelling is thereafter acquired by the Association.

(13) Application of Declaration and By-laws. Any dwelling which has been destroyed, in whole or in part, by fire or other casualty, and is substantially restored or reconstructed, shall be subject to the provisions of this Declaration and to the By-laws of the Association.

(14) The Association shall maintain adequate fidelity coverage against dishonest acts by officers, directors, trustees and employees, and all others who are responsible for handling funds of the Association. Such fidelity bonds shall:

- (a) Name the Association as an obligee.
- (b) Be written in an amount equal to at least 150% of the estimated annual operation expenses of the planned unit development project, including reserves.
- (c) Contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of 'employee' or similar expression.

ARTICLE XIII.

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, conditions, and restrictions of this Declaration shall run with the land and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots; provided, however, that the Board of Directors may amend this Declaration, without the consent of owners, to correct any obvious error or inconsistency in drafting, typing, or reproduction. All amendments shall be certified as an official act of the Association and shall forthwith be recorded in the REC Office for Greenville County, South Carolina. All amendments shall become effective upon recordation.

Section 4. Lease of Residence. No residence shall be leased for transient or hotel purposes, nor may any owner lease less than entire unit. Any lease must be in writing and provide that the terms of the lease and the occupancy of the unit shall be subject in all respects to the provisions of the Declaration of Covenants, Conditions and Restrictions and By-laws of the



Rosehill Homeowners Association, Inc. and any failure by any lessee to comply with the terms of such documents shall be a default under the lease.

Section 5. Conflicts. In the event of any irreconcilable conflict between the Declaration and the By-laws of the Association, the provisions of this Declaration shall control. In the event of any irreconcilable conflict between this Declaration or the By-laws of the Association and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

#### ARTICLE XIV.

##### RIGHTS OF FIRST MORTGAGEES

The following provisions, in addition to provisions set forth elsewhere in this Declaration, shall be applicable to the holders of first mortgages upon the individual dwelling subject to this Declaration and any amendments thereto.

Section 1. This Declaration and other constituent documents create a Planned Unit Development, hereinafter referred to as "PUD".

Section 2. Any first mortgagee who obtains title to a PUD unit (residence) pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

Section 3. Unless at least two-thirds (2/3) of the first mortgagees provided they request the right and inform the Association of their addresses in writing (based upon one vote for each first mortgage owned) or owners (other than the sponsor, developer or builder) of the individual units in the PUD have given their prior written approval, the PUD homeowners association, corporation or trust shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by such homeowners association, corporation or trust for the benefit of the

units in the PUD (the granting of easements for other public purposes consistent with the intended use of such common property by the PUD 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 PUD unit owner;

(c) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common property party walks or common fences and driveways, or the upkeep of lawns and plantings in the PUD;

(d) fail to maintain fire and extended coverage on insurable PUD common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(e) use hazard insurance proceeds for losses to any PUD common property for other than the repair, replacement or reconstruction of such common property.

Section 4. First mortgagees of PUD units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any PUD common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefore from the PUD homeowners association, corporation, or trust. Entitlement to such reimbursement is hereby reflected in this Declaration as an agreement in favor of all first mortgagees of units in said PUD duly executed by the PUD homeowners association, corporation or trust, and an original or certified copy of such agreement is possessed by Seller.

Section 5. No provision of the PUD constituent documents gives a PUD unit owner, or any other party, priority over any rights of the first mortgagee of a unit in a PUD pursuant to its mortgage in the case of a distribution to such PUD unit owner of insurance proceeds or condemnation awards for losses to or taking of PUD common property.

Section 6. A first mortgagee, upon request, is entitled to written notification from the homeowners association of any default in the performance by the individual PUD unit Borrower of any obligation under the PUD constituent documents which is not cured within sixty (60) days.

Section 7. Any agreement for professional management of the PUD, or any other contract providing for services of the developer, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed this 25 day of FEB, 1986.

IN THE PRESENCE OF: RPN ASSOCIATES, A Limited Partnership  
Sharon S. Beecher BY: [Signature] (SEAL)  
Pamela A. Paxton BY: [Signature] (SEAL)

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS ) PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named RPN ASSOCIATES, A LIMITED PARTNERSHIP, by its duly authorized partners, sign, seal and as its act and deed deliver the within written Declaration of Covenants, Conditions, and Restrictions for Rosehill Subdivision, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 25 day of February, 1986

Pamela A. Paxton (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 8-2-87

Sharon S. Beecher

RECORDED  
INDEXED  
FEB 25 1986  
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EXHIBIT "A"

All that piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, being known as "Rosehill Development" as shown on plat thereof prepared for RPN Associates by Cornerstone of Seneca, Inc., Engineers, dated February 7, 1986, being recorded in the Clerk of Court's Office for Pickens County in Plat Book 28 at Page 356 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of U. S. Highway 76 at the corner of property now or formerly owned by Harvey Manning and running thence with the western side of U. S. Highway 76 the following courses and distances: S. 0-57-07 W. 2.70 feet, S. 7-20-23 W. 103.47 feet, and S. 10-50-41 W. 113.03 feet to an iron pin at the corner of property now or formerly owned by N. S. Newton; thence with Newton's line N. 76-11-49 W. 16.30 feet to an iron pin; thence continuing N. 76-11-49 W. 65.15 feet to an iron pin; thence continuing S. 47-00-40 W. 131.14 feet to an iron pin at the corner of property now or formerly owned by Trade Rentals; thence with the line of Trade Rentals N. 53-44-47 W. 418.28 feet to an iron pin; thence N. 37-02-38 W. 88.12 feet to an iron pin; thence continuing to the center line of a creek as the property line, thence with the center line of the creek as the property line following the meanders thereof in an easterly direction the chords of which being N. 60-36-00 E. 302.89 feet and N. 59-54-00 E. 70.18 feet to an iron pin at the corner of property now or formerly owned by Harvey Manning; thence with Manning's line S. 51-58-55 E. 349.50 feet to an iron pin on the western side of U. S. Highway 76, the point of BEGINNING.

Said property is a portion of the same conveyed to Declarant by deed recorded in the Clerk of Court's Office for Pickens County in Deed Book 14-K at Page 638.

Recorded

13<sup>th</sup>

March 86

14-T

850

Outline of Master Deed of Rose Hill Condominium Property Regime I

1. Establishment of Horizontal Property Regime ARTICLE 1

The purpose of this Master Deed is to establish (pursuant to the Horizontal Property Act of the State of South Carolina) a horizontal property regime to be known as ROSE HILL CONDOMINIUM HORIZONTAL PROPERTY REGIME I (hereinafter referred to as "Regime I"). - Grantor, by filing of record this Master Deed, publishes and declares that the Condominium Property shall be operated in accordance with the provisions of the Horizontal Property Act of the State of South Carolina.

2. The Condominium Property ARTICLE 2

The horizontal (Upper and lower) boundaries of each Villa shall extend to the interior unfurnished surfaces of the floors and ceilings of each Villa.

The vertical and perimetric boundaries of each Villa shall be the vertical plane of the interior surface of the exterior sheathing, the vertical plane of the centerline of all insulated glass windows and all doors, and all Villa exterior walls physically dividing one Villa from another Villa.

Each Villa shall also encompass and include and each Villa Owner shall be responsible for maintenance and repair of the items included in Art. 2.2, (iv) of the Master Deed.

The Common Elements, either in general or limited, of the entire Condominium Property exclusive of the Villas are identified in "Exhibit C" and described in 2.3 of Article 2 of the Master Deed.

3. Definitions ARTICLE 3

Definitions of terms used in the Master Deed are described in Art. 3.

4. Rose Hill Condominium Regime I Council of Co-Owners ARTICLE 4

The operation of Rose Hill Condominiums will be governed by the Council of Co-Owners described in Art. 4. The Council shall be managed by a Board of Administrators elected by and from the Villa Owners.

5. Ownership and Use ARTICLE 5

Each Villa, together with its undivided interest in Common Elements, shall constitute a separate parcel of real property, and each Villa Owner shall be entitled to exclusive ownership and possession of his Villa subject to the provisions of the Master Deed.

6. Common Expenses ARTICLE 6

Each Villa Owner shall bear in proportion to his respective interest in the Common Elements the expenses described in Article 6 of the Master Deed.

7. Restrictions, Covenants, & Easements ARTICLE 7

Restrictions, covenants, and easements are described in Art. 7 of the Master Deed.

8. Insurance ARTICLE 8  
Insurance needs for the Condominium Property are described in Art. 8.

- i. Hazard Insurance
- ii. Public Liability Insurance
- iii. Workman's Compensation Insurance
- iv. Premiums
- v. Insurance by Villa Owner
- vi. Substitution of Insurance Trustee

9. Reconstruction and Repair ARTICLE 9  
Reconstruction and repair of Condominiums is described in Art. 9.

10. Amendments ARTICLE 10  
Amendments to Master Deed are described in Art. 10

11. Termination ARTICLE 11  
Termination of Master Deed is described in Art. 11

12. Miscellaneous Provisions ARTICLE 12  
Miscellaneous provisions are described in Art. 12

13. By-Laws of Rose Hill Condominiums Horizontal Property Regime I EXHIBIT C  
By-laws are described in "Exhibit D"

6. Common Expenses ARTICLE 6  
Each Villa Owner shall bear in proportion to his respective interest in the Common Elements the expenses described in Article 6 of the Master Deed.

7. Restrictions, Covenants, & Easements ARTICLE 7  
Restrictions, covenants, and easements are described in Art. 7 of the Master Deed.