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RESTRICTIVE COVENANTS
RECORDING FEES \$25.00
PRESENTED & RECORDED:
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JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: JENNIFER YOUNG DEPUTY
BK: RB 4961
PG: 786 - 816

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DEERFOOT PINES, SECTION 1

THIS DECLARATION is made by Blue Sky Properties and Investments, LLC hereinafter referred to as "Declarant".

WITNESSETH:

Declarant is the developer of certain real property located in Aiken County, South Carolina, known as Deerfoot Pines, Section 1, more particularly described as follows:

All that tract or parcel of land, situate, lying and being in Aiken County, South Carolina, known and designated as DEERFOOT PINES, SECTION 1, as shown on a plat thereof, prepared by William R. Gore, PLS, dated March 18, 2021, and recorded on May 14, 2021, in the Office of the RMC for Aiken County, South Carolina, in Plat Book 62, Page 959, to which plat reference is made for a more complete and accurate description and location of said property. Said property contains a total of twenty three-three (23) residential lots (Lots numbered 1-7; 10-25, inclusive; Pine Street (66'R/W) and all Common Areas; Green Space Areas, Detention Pond Area, Easements; and all remaining acreage, if any; all as shown on said plat.
M/P# 070-18-04-003 (Portion of)

To preserve and enhance the property values and quality of life in Deerfoot Pines Section 1, and the health, safety and general welfare of the owners of the properties herein, Declarant hereby declares that all of said real property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements

which shall run with the real property for the purpose of protecting the value and desirability thereof. This Declaration shall be binding upon and shall inure to the benefit of Declarant, its successors and assigns, and all persons who may hereafter acquire any right, title or interest in said real property, or any portion thereof.

ARTICLE 1

DEFINITIONS

Section 1. "Declarant" means Blue Sky Properties and Investments, LLC, and any successor or assignee thereof.

Section 2. "Deerfoot Pines, Section 1" means that certain residential development comprised of the real property hereinabove described, and all additional property hereunder submitted to this declaration by annexation. Additional property may be annexed to Deerfoot Pines, Section 1 by Declarant by the filing of a Supplemental Declaration with Respect to the annexed property.

Section 3. "Lot" means any parcel of land designated for separate ownership and residential occupancy shown upon any recorded plat of Deerfoot Pines, Section 1. Unless the context requires other wise, the term Lot includes all improvements on the Lot.

"Home" means the improvements on a Lot intended for use and occupancy as a residence. "Green space" means all real property designated as Green space on the

recorded plats of Deerfoot Pines Section 1, or designated as Green space in this Declaration or a Supplemental Declaration.

Section 4. "Association" means Deerfoot Pines HOA, Inc., a South Carolina nonprofit corporation. "Board" means the Board of Directors of the Association, the governing body having charge of the affairs of the Association.

Section 5. "Owner" means the owner, whether one or more persons of a Lot in Deerfoot Pines, Section 1. "Member" means a member of the Association. An Owner shall be, by virtue of his ownership of a Lot in Deerfoot Pines, Section 1, a member of the Association. "Owner" and "Member" are synonymous and may be used interchangeably. When a Lot is owned by more than one person, all such persons, collectively, are deemed to be one Owner and one Member. The owner of a life estate in a Lot is deemed to be the Owner and Member as long as the life estate exists. Declarant is an Owner and Member as long as Declarant own one of more Lots in Deerfoot Pines Section 1. The holder of a Mortgage is not an Owner or a Member. Unless the Association has satisfactory proof to the contrary, ownership of a Lot is deemed to be vested in accordance with the real estate records of Aiken County, South Carolina.

Section 6. "Declaration" means this Declaration of Covenants, Conditions and Restrictions. "Supplemental Declaration" means any recorded document which subjects additional property to the provisions of this Declaration, or amends this Declaration in any respect. "Articles" means the Articles of Incorporation of the Association. "Bylaws" means the Bylaws of the Association.

Section 7. "Board Rules" means all rules and regulations promulgated or adopted by the Board which govern the Association or the use and enjoyment of the properties in Deerfoot Pines Section 1. "ACC Standards" means the architectural and Environmental standards promulgated by the Architectural Control Committee (the ACC).

Section 8. "Mortgage" means a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or security title to property.

Section 9. "Person" means a natural person, corporation, partnership, Limited Liability Company, association, trust or other entity, or any combination thereof.

Section 10. "Development Period" means that period commencing on the date of this Declaration and ending when Declarant is no longer actively engaged in the development or sale of Lots in Deerfoot Pines, Section 1, not to exceed fifteen years from the date hereof.

Section 11. "Builder/Contractor" becomes an owner one (1) year after the purchasing of a lot.

ARTICLE II

THE ASSOCIATION

Section 1. Powers. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of South Carolina, subject only to the

limitations expressly set forth in this Declaration, the Supplemental Declarations, the Articles and the Bylaws. The Association may acquire, hold and dispose of real and personal property conveyed to it by Declarant. The Association shall perform all duties and obligations required by this Declaration, the Supplemental Declarations, the Articles and the Bylaws. The Association may exercise all rights, powers and privileges granted by this Declaration, the Supplemental Declarations, the Articles and the Bylaws, and every other right, power of privilege reasonably implied from or reasonably necessary to exercise any express right, power or privilege.

Section 2. The Green space. The Association shall maintain the entrance features, signs, amenities, landscaping and other improvements installed by the Developer in the Green space in safe and attractive condition, and in good working order and repair. The Association may provide lighting, landscaping, and sprinklers for the Green space. No person shall alter the appearance of the Green space without the prior written consent of the Board, nor shall any person damage or destroy the entrance features, signs, amenities, landscaping and other improvements located thereon. The Association may adopt reasonable rules governing the use and enjoyment of the Green spaces it retains ownership of. The Detention Pond will be deeded to Aiken County.

Section 3. Board of Directors. The Board shall contain at least three, and as many as five members, to manage the affairs of the Association. Unless otherwise provided, any right, power of authority granted to the Association may be exercised by the Board, and any duty or obligation of the Association shall be performed by the Board. The board

shall have the authority to adopt and the power to enforce reasonable rules and regulations to govern the Association and the use and enjoyment of the properties in Deerfoot Pines Section I (the Board Rules). The Board Rules may impose standards not contained in or more strict than this Declaration, if consistent with the general intent hereof and not in conflict herewith. Any specific authority herein granted to the Board to adopt rules for specific purposes shall not limit its general authority hereunder to adopt rules. The Board Rules shall be observed by all Owners and their tenants, occupants and guests. The Board may waive a violation of the Board Rules, if Board determines such violation to be minor or insubstantial.

Section 4. Election of Board. Declarant shall have the sole right to elect and remove members of the Board during the Development Period, unless Declarant sooner waives this right. Thereafter, the Board shall be elected and removed by the Members in accordance with the Bylaws.

Section 5. Initial Members. The initial members during the construction period of the Board shall be Stuart D. Thompson and David H Thompson. 348 Old Sudlow Lake Road, North Augusta, S.C. 29841. (803-292-0669 or 803-270-5530).

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each Owner shall be a Member of the Association. Membership in the Association is appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to

the transferee of title thereto. Any other attempted transfer of membership shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. A new Owner shall notify the Association of the change of ownership, and shall furnish the Association with a copy of the new Owner recorded deed or other instrument establishing title and the new Owner address to which notices from the Association shall be sent.

Section 2. Voting Rights. With the exception of Declarant, Members shall be entitled to one vote in the Association for each Lot. During the Development Period, Declarant shall have complete control, unless Declarant sooner waives this right. Thereafter, Declarant shall be entitled to one vote for each Lot owned. When a Lot is owned by more than one person, all such persons shall collectively, cast only one vote. Fractional votes shall not be allowed. If only one of such persons is present or represented by proxy at a meeting of the membership, such person is entitled to cast the vote relating to such Lot. If more than one of such persons are present or represented by proxy, the vote relating to such Lot shall be cast only in accordance with their unanimous agreement; otherwise, they shall lose their right to vote on the matter in question. Unanimous agreement is conclusively presumed if any one of them purports to cast the vote relating to such Lot without protest being made forthwith by any of the others to the person presiding over the meeting.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligations of Assessments. Each Owner, for each lot purchased agrees to pay initiation fees in the amount established by the Board. This fee is due each time a Lot is transferred by deed to another owner. Each Owner, for each Lot owned hereby covenants and agrees to pay to the Association annual fees in an amount established by the Board; special and individual assessments which shall be established and collected as herein provided. Each assessment, together with all other charges authorized pursuant to Article IX, Section 4, which are deemed a part of the assessment, shall be a charge and a continuing lien upon the lot against which the assessment is made from the date the assessment became due, and shall be the personal obligation of the Owner of the Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner successors in title unless expressly assumed by them. The obligations of the article shall bind each Lot and each Owner regardless of whether ownership was acquired by deed or operation of law, and regardless of whether so expressed in the deed or other document of title. No Owner may avoid liability for the assessments provided for herein by abandonment, nonuse or waiver of the use or enjoyment of his Lot, or otherwise. As for each builder no fees will be assessed if the lot is transferred to the builder for resale. If the builder rents the property, then the required dues shall be paid. The annual dues are due on October 1st of each year, unless that date shall be amended by the Board.

Section 2. Purpose of Assessments. Assessments shall be used exclusively for expenses of the Association reasonably incurred in the performance of its duties and responsibilities, including the maintenance of reasonable reserves, and to promote the health, aesthetics, recreation, safety and general welfare of Deerfoot Pines, Section I and the Owners and occupants thereof.

Section 3: Annual Assessments. The Board of Directors or Declarant shall levy annual assessment for each calendar year. The amount of the annual assessment shall be established by the Board or Declarant at least thirty days in advance of the assessment period, and written notice thereof shall be sent to every Owner. If the Board or Declarant fails to establish an assessment for an assessment year, the most recent annual assessment shall be the assessment for such year. The board or Declarant shall determine when annual assessments shall be paid and may permit payment thereof in installments. During the Development Period, a Lot shall become subject to annual assessments when the home constructed thereon is first sold as a residence. Upon the expiration of the Development Period, all Lots shall be subject to annual assessments. Annual assessments for Lots which become subject to annual assessments during an assessment year shall be prorated and paid based on the number of whole months remaining in the assessment year.

Section 4. Special Assessments. 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 any of the purposes set forth in Section 2 of this article, provided that

any such assessment shall have the assent of two-thirds of the Members (excluding Declarant during the Development Period) voting at a meeting of the membership called for the purpose of considering the special assessment. During the Development Period, special assessments may be levied only against Lots which are then subject to annual assessments, unless Declarant consents to a special assessment against all Lots.

Section 5. Uniform Rate of Assessment. Both annual and special assessments shall be set at a uniform rate for all Lots. If a home is built upon two (2) lots, only one assessment shall be due. If a homeowner owns one or more vacant Lots contiguous to the Lot upon which the home sits, assessments shall be due for all Lots.

Section 6. Individual Assessments and Violation Fines. The Association may levy an individual assessment and/or violation fine against a Lot and its Owner for costs incurred by the Association resulting from an Owner's failure to maintain the Owner Lot in accordance with this Declaration, the Supplemental Declarations, the Board or Declarant Rules or the ACC Standards, or to reimburse the Association for any damage to property owned or maintained by the Association caused by an Owner or the Owners tenants, occupants or guests, or for any other purpose permitted by this Declaration. An individual assessment shall be paid within thirty days after notice thereof is sent to the Owner. A fine in the amount decided by the Board or Declarant per day may be levied against an Owner for violation of this declaration. Said fine shall commence upon issuance of written notice to the Owner and shall become a lien upon Owner Lot(s) and enforceable under this article.

Section 7. Status Certificates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an authorized representative of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status as assessments on a Lot is binding upon the Association as to the date of its issuance.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to first and second Mortgages made in good faith and for value. Sale or transfer of a Lot shall not affect the assessment lien; provided, however, that the sale or transfer of a Lot by Mortgage foreclosure of a first Mortgage to which the assessment lien is subordinate shall extinguish the assessment lien as to payments which became due prior to such sale or transfer; provided, further, that such sale or transfer was made in good faith and not for the primary purpose of avoiding the assessment lien. After a sale or transfer of a Lot by Mortgage foreclosure the Lot and the new Owner shall be subject to the lien and personal obligation for all assessments thereafter becoming due.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. In General. Deerfoot Pines, Section I is subject to architectural and environmental review by the Architectural Control Committee (the "ACC") in accordance with this article and the ACC Standards. Each Owner acknowledges that the

décor, color scheme and design of his home are consistent and harmonious with other homes in Deerfoot Pines Section I and agrees to maintain his Lot and home in such a manner as to maintain and perpetuate visual harmony within the subdivision.

Section 2. Procedure. The ACC shall have exclusive jurisdiction over all original construction, improvements, fences and landscaping in Deerfoot Pines, Section I, and all subsequent reconstruction, modifications, additions or alterations thereto. The ACC shall promulgate standards and procedures governing its area of responsibility and practice (the "ACC Standards"). The ACC Standards may impose standards not contained in or more strict than this Declaration, if consistent with the general intent thereof and not in conflict therewith. The burden shall be on the Owners and their builders and contractors to know and comply with the ACC Standards. Plans and specifications showing but not limited to the nature, kind, shape, color, size, materials and location of all original construction, improvements, fences and landscaping, and all subsequent reconstruction, modifications, additions or alterations thereto shall be submitted to the ACC for approval as to quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography and finish grade elevation. In the event the Acc fails to approve or disapprove such plans and specifications or to request additional information reasonable required for a proper determination within thirty days after submission, the plans and specifications shall be deemed approved. A majority of the ACC may appoint one member to act on behalf of the entire committee and the decisions of such appointee shall bind the committee. All construction shall adhere strictly to the plans submitted to and approved by the ACC.

Nothing contained herein shall be construed to limit the right of any Owner to remodel the interior of his home or to paint the interior of his home any color desired.

Section 3. Membership of ACC. The ACC shall consist of three members, except during the Development Period, who are not required to be Owners or occupants of Deerfoot Pines, Section I. During the development period, the sole members of the ACC shall consist of David Thompson and Stuart Thompson. Thereafter, the Board shall elect and remove the members of the ACC. The terms of the members appointed by Declarant shall expire upon the taking of office of the members elected by the Board. Members of the ACC shall serve without compensation.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. Owner Responsibility. Each Owner shall maintain all landscaping and all improvements on the Owner Lot, including but not limited to the exterior of all structures, all utility lines and drainage facilities, and all other improvements located outside, aboveground or underground in a clean and attractive condition, and in good order and repair consistent with the approved plans and specifications therefore. The excessive use or maintenance of statues, figurines, flags, banners, streamers, windsocks, birdhouses, birdbaths, unusual landscaping and other such items which are visible from any street is prohibited. The Board may adopt rules, which may be purely aesthetic in nature, limiting the use, maintenance and location of equipment, decorations, landscaping design and other items on a Lot which are visible from a street. The Board in its sole

discretion, shall have the right to require removal on any items which it deems to be aesthetically unattractive or detrimental to the appearance of the neighborhood.

Section 2. Association Rights. The Association may provide the maintenance (including the correction of any violation) required by Section 1 of this article, if the Owner fails to do so; subject, however, to the following provisions. Prior to performing any maintenance on a Lot, the Board, or a committee appointed by the Board, shall determine that the Lot is in need of maintenance. Except in an emergency, prior to any maintenance work, the Board shall notify the Owner that unless the specified maintenance is commenced within fifteen (15) days and thereafter diligently pursued to completion, the Association may cause the maintenance to be performed and charge the cost thereof to the Owner. Upon the failure of the Owner to act within said period of time or to thereafter diligently pursue the completion of the required maintenance, the Association may enter upon the Lot to cause such maintenance to be performed. The Association may paint, repair, replace and care for exterior building surfaces, roofs, gutters and down spouts; clean and resurface paved access ways and parking areas; trim and care for trees, shrubs, grass, walks and other landscaping and drainage improvements; and provide general cleanup and removal of debris. The Association shall not be liable to the Owner or any other person for trespass or injury to person or property as a result of such actions, unless caused by gross negligence or intentional wrongdoing. The cost of any maintenance incurred by the Association under this section shall constitute an individual assessment against the applicable Lot and Owner.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this article, the Association may enter upon any Lot and the exterior of any improvements thereon during reasonable hours on any day except Sunday and holidays, except that in an emergency, entry may be made at any time on any day.

ARTICLE VII

DESTRUCTION OF HOMES

Section 1. Total Destruction. In the event of the total destruction of a home, the Owner thereof shall promptly eliminate any unsafe condition and clear the Lot of debris. The Owner may leave the Lot in a clean, orderly and safe condition or reconstruct the home. Reconstruction shall commence within a reasonable time, not to exceed sixty days from the date of the destruction, and shall be diligently pursued until completion. The reconstruction shall be approved by the ACC, and shall be in conformity with the plans and specifications of the original structure, subject to changes and modifications approved by the ACC.

Section 2. Partial Destruction. In the event of partial destruction of a home, the Owner thereof shall promptly eliminate any unsafe condition and clear the Lot of debris. Within a reasonable time, not to exceed thirty days from the date of the destruction, repairs shall be commenced, and shall be diligently pursued until completion. The repairs shall be approved by the ACC, and shall be in conformity with the plans and specifications of the original structure, subject to any changes or modifications approved by the ACC.

Section 3. Failure to Comply. The Association may eliminate any unsafe condition and clear a Lot of debris and required by Section 1 or Section 2 of this article,

if the Owner fails to do so; subject, however, to the following provisions. Prior to any work, the Board shall determine that the Lot requires specific work to be in compliance with said sections. Except in an emergency, prior to any work, the Board shall notify the Owner that unless the specified work is commenced within fifteen days and thereafter diligently pursued to completion, the Association may cause the same to be performed and charge the cost thereof to the Owner. Upon the failure of the Owner to act within said period of time or to thereafter diligently pursue the completion of the specified work, the Association may enter upon the Lot to cause the specified work to be performed. The Association shall not be liable to the Owner or any other person for trespass or injury to person or property as a result of such actions, unless caused by gross negligence or intentional wrongdoing. The cost of the specified work incurred by the Association under this section shall constitute an individual assessment against applicable Lot and Owner.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Use Restrictions. Deerfoot Pines Section I shall be used exclusively for residential purposes, subject to the Covenants, Conditions, Restrictions and Reservations contained in this Declaration. Only one home may be erected on a Lot. All homes shall be single-family dwellings which do not exceed three stories in height. No building shall be erected, altered, placed or permitted to remain on any Lot, unless approved by the ACC. No house trailer, mobile home or modular home shall be placed upon or permitted to remain in Deerfoot Pines Section I. No structure of a temporary character, trailer, motor home, tent, shack or other outbuilding shall be used as a

residence on any Lot. Notwithstanding the foregoing, Declarant and builders, contractors, real estate brokers, lenders and utility companies approved by Declarant, may maintain offices, signs and promotional equipment and apparatus during the Development Period, and the same shall not be subject to assessment.

Section 2. Plat Easements. Deerfoot Pines Section I is subject to the drainage easements, utility and landscaping easements, minimum building lines and other easements and matters shown and noted on the recorded plats of the subdivision. The Developer has the right to use drainage and utility easements as shown on the plats as well as implied easements required by Aiken County.

Section 3. Parking. No semi-tractor trucks, large trailers, boats, campers, recreational vehicles, travel trailers, buses or commercial vehicles with more the 2 axles may be parked or stored on any Lot unless they are place within a closed garage of normal size or behind the rear plane of the home. All vehicles must be parked in designated parking areas such as driveways and parking pads. All parking areas will be constructed of concrete. Parking of vehicles on the road for more than 8 hours is prohibited. Parking of vehicles on the road for family and friend gatherings is allowed for one-time events.

Section 4. Animals. No animals, including reptiles and fowl, may be kept in Deerfoot Pines Section I unless approved by the Board, except dogs, cats, birds and fish commonly kept as household pets, as determined by the Board. Animals shall not be

maintained or bred for any commercial purpose. All animals must be leashed or fenced when outside. The Board may limit the number of dogs, cats, birds, and domestic animals in a single household. Any animal which causes excessive annoyance or disturbs the tranquility or safety of the subdivision shall not be permitted to remain. The Board may adopt strict rules governing animals in Deerfoot Pines, Section I, and may delegate its authority to approve pets to a committee appointed by the Board.

Section 5. Nuisances. No noxious or offensive activity shall be permitted in Deerfoot Pines, Section I, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any portion of the subdivision be used in any way for any purpose which may endanger the health or unreasonably disturb the residents. Surface water shall not be obstructed or diverted from drainage facilities. No business activities of any kind shall be conducted on any Lot, except business activities of Declarant and builders, contractors, real estate brokers, lenders and utility companies approved by Declarant during the Development Period and business activities of the Association required or permitted hereunder. Home Occupations as permitted by Aiken County may be conducted with approval of the Association.

Section 6. Signs. No sign of any kind shall be displayed to the public view in Deerfoot Pines Section I, except one sign of not more than eight square feet advertising a Lot for sale or rent, and signs used by Declarant and builders, contractors, real estate brokers, lenders and utility companies approved by Declarant to advertise during the Development Period. The Board may adopt rules governing the use of signs in Deerfoot

Pines, Section I, including, but not limited to, their size, height, location, design, color and text. The Board may adopt and require the use of a uniform sign to advertise a Lot for sale or rent.

Section 7. Subdivision of Lots. No Lot shall be subdivided without the approval of the ACC; provided, however, that Declarant shall have the right to alter the dimensions of any Lot prior to the sale thereof by Declarant to an Owner. All lot changes must also be approved by Aiken County.

Section 8. Drilling and Mining Operations. No drilling, excavation, quarrying or mining operations of any kind for oil, gas, minerals, stone, sand or other materials shall be permitted. No derrick, structure or equipment designed for drilling, excavation, quarrying or mining shall be erected, maintained or permitted.

Section 9. Exterior Antennas. Outside antennas, including without limitations television, radio, microwave or dish antennas, are discouraged in Deerfoot Pines Section I. Smaller dishes may be allowed, provided they are in the rear of the residence and written permission from the Board is granted.

Section 10. Storage Tanks, Garbage, Clotheslines, Etc. No storage buildings, storage tanks or receptacles, equipment, garbage receptacles, woodpiles or storage piles which are visible from any street or from neighboring homes shall be placed or maintained on any Lot; provided, however, that the Board may adopt rules permitting and governing

the location and maintenance of storage buildings, storage tanks and receptacles, equipment, garboard receptacles, firewood and other outdoor items. No clotheslines shall be placed or maintained upon any Lot. Each Owner shall promptly remove all rubbish, trash and garbage resulting from the use and occupancy of his Lot.

Section 11. Play Structures, Yard Accessories and Storage Buildings. No basketball backboards and other fixed sports equipment shall be used or maintained in any street or cul-de-sac. Unless otherwise approved by the Board, all basketball backboards and other fixed sports equipment shall be located at the side or rear of the home and within the building set back lines, and all play structures and yard accessories shall be located to the rear of the home and within the building set back lines. Any such equipment, structure or accessory exceeding six feet in height (except basketball backboards) shall require the approval of the Board. All storage buildings, as to size, design and materials, must be approved by the ACC.

Section 12. Heating and Air Conditioning Equipment. The location of all original outside heating and air conditioning equipment shall be located on the sides or rear of the home. The Board may adopt rules relating to the location, appearance and screening of outside heating and air condition equipment. No window air conditioning units will be allowed which are visible from the street.

Section 13. Garage Doors. Garage doors which are visible from any street or neighboring homes shall remain closed at all times except when vehicles are entering or

exiting there from. The ACC may require side or rear garages when the Lot size and topography allows same. All lots with frontage of 150 feet or more are expected to have side or rear garage doors.

Section 14. Mail Boxes. A community mailbox is provided by the developer.

Section 15. Fences. All fences must be approved by the ACC as to location, height, design and material.

Section 16. Trees. There are hundreds of trees in Deerfoot Pines Section I which provide beauty and shade. It is the desire of the developer to maintain the wooded atmosphere of the community. Dead or diseased trees may be removed on any Lot at Owner expense. Trees may also be cut in order to plat homes, driveways, pools and other improvements on each Lot, provided such is approved by the ACC with the house plans. No Owner may cut any tree larger than 8" inches in diameter, breast high, without written permission of the ACC. A violation of this paragraph shall be enforceable with the special assessment/fire procedure.

Section 17. Working from Home. Working from home is allowed. The Owner shall notify the HOA that they are working from home. The Owner is allowed, during week day daylight hours to have no more than two cars from clients or customers at a home at any one time. No retail operation may be conducted out of a home where people come to purchase goods.

Section 18. Accessory Dwellings. All Accessory Dwelling Units are subject to the ACC approval.

ARTICLE IX ENFORCEMENT

Section 1. Violations. This Declaration, the supplemental Declarations, the Board Rules and the ACC Standards (collectively, the Governing Documents) shall be observed by the Owners and their tenants, occupants and guests. An Owner is responsible and liable for all violations and losses caused by the Owner tenants, occupants and guests, notwithstanding the fact that such persons are also fully liable therefore. Declarant, the Association, any member of the ACC, or any Owner may enforce and prosecute violations of the covenants, conditions, restrictions, reservations, easements, liens, charges and other provisions now or hereafter imposed by the Governing Documents, including proceedings at law or in equity. The failure to enforce a particular provision or prosecute a particular violation shall not be deemed a waiver of the right to do so thereafter.

Section 2. Architectural Requirements. If an Owner fails to comply with any architectural or environmental requirement of this Declaration, the ACC Standards, or the decisions of the ACC, notice of the violation shall be sent to the Owner allowing the Owner thirty days to cure the violation. If the Owner fails to cure the violation, Declarant and the Association may each enter upon the Owner Lot, make such corrections or modifications as are necessary, remove anything in violation of such requirements, and

charge the cost thereof to the Owner. Declarant and the Association shall not be liable to the Owner or any other person for trespass or damages or injury to person or property in connection with such entry unless caused by gross negligence or intentional wrongdoing. This section is in addition to, and does not limit, the general enforcement provisions of Section 1 of this article.

Section 3. Costs of Enforcement. Any violator under Section 1 or Section 2 of this article shall be liable for all costs reasonably and actually incurred by any authorized person prosecuting a violation of the Governing Documents. Such costs include writing delinquency and demand letters, court costs, and attorney fees, including appeals. Such costs may be recovered regardless of whether suit is filed. If approved by the Board, such costs shall constitute an individual assessment against the applicable Lot and Owner, and may be enforced in accordance with Section 4 of this article.

Section 4. Nonpayment of Assessments. As assessment levied against a Lot by the Association becomes delinquent if the assessment or any installment thereof is not paid on the date due. If the assessment is not paid within thirty days after the due date, it shall bear interest at the rate set by the Board, but not greater than the interest rate on judgment then in effect in the State of South Carolina, and shall be subject to reasonable late charges, and all costs of collection reasonable and actually incurred by the Association, all of which shall be deemed part of the assessment, shall be secured by a continuing lien on the Lot pursuant to Article IV, Section 1. Costs of collection include charges for filing a claim of lien, writing delinquency and demand letters, court costs, and

attorney fees, including appeals. Such costs may be recovered regardless of whether suit is filed. The Association may institute legal action to foreclose the assessment lien against the Lot and to collect against the Owner personally obligated to pay the assessment.

Section 5. Sanctions. For violations of the Governing documents, the Board may impose sanctions, including reasonable monetary fines, suspension of an Owner right to vote in the Association, and loss of use and enjoyment of any property owned or maintained by the Association; provided, however, that fines may not be imposed for delinquent assessments, but the Board shall suspend the voting rights in the Association of an Owner who is delinquent in the payment of assessments.

Section 6. Remedies Cumulative. The remedies provided by this article and elsewhere in this Declaration are not exclusive remedies, but are in addition to all other rights and remedies available to Declarant, the Association, the ACC, and the Owners now or hereafter provided by the governing documents, by law, or otherwise.

Section 7. Exemptions and Immunity. When Declarant, the Association or the ACC is granted a right or an exemption by this Declaration, or immunity from liability for exercising a right, privilege or remedy granted therein, such right, exemption and immunity shall extend to all persons acting on its belief, for its benefit, or at its direction, including its directors, officers, committees, members, managers, contractors agents, employees, successors and assigns.

ARTICLE X

DURATION AND AMENDMENTS

Section 1. Duration. This Declaration shall run with the land and be binding upon all Lot Owners, their heirs and assigns, and shall be and remain in effect perpetually to the extent permitted by law. Without limiting the foregoing, all easements contained herein and all affirmative obligations of Owners contained herein, including, but not limited to, the obligation to pay Association assessments, shall run with and bind all Lot Owners, their successors and assigns, and shall be and remain in effect perpetually to the extent permitted by law. All covenants contained hereof restriction Deerfoot Pines, Section I to certain uses shall run with and bind Deerfoot Pines, Section I for a period of twenty years from the date hereof, and shall be renewed automatically and perpetually for successive periods of ten years each, unless amended or terminated by at least two-thirds of the Owners.

Section 2. Amendments. This Declaration may be amended or terminated at any time by an instrument signed by not less than two-thirds of the Owners. During the Development Period, any amendment or termination shall also require the written assent of Declarant. Any such instrument must be recorded. Notwithstanding the foregoing, Declarant shall have the right to annex additional property to Deerfoot Pines, Section I by the filing of Supplemental Declarations. Declarant shall also have the right to alter the

dimensions of a Lot or Lots by filing of Supplemental Declarations and revised plats prior to the sale of any such Lot or Lots by Declarant to an Owner.

Section 3. Vested Rights. No amendment or termination of this Declaration shall affect the validity of any easements or other vested rights established hereunder for the benefit of any Owner, governmental authority, public utility, person or entity without written consent there from.

Section 4. Declarant Protection. Notwithstanding and other provisions herein, during the Development Period, no provision of this Declaration, any Supplemental Declaration, the Articles or the Bylaws shall be amended, and no rule, restriction or requirement shall be adopted or imposed, without the written approval of Declarant, which directly or indirectly, by its provisions or in practical application, does any of the following: repeals or amends any provision specifically applicable to the Development Period; repeals or amends Declarant right to annex additional property to the subdivision; relates exclusively or primarily to Declarant, or relates to Declarant in a manner different from the manner in which it relates to other Owners; repeals or amends the rights of membership in the Association, or the rights of Declarant as Member of the Association; repeals or amends the manner of assessment applicable to Declarant or any land owned by Declarant; or repeals or amends any other provision hereof in a manner which would be alter Declarant rights or status hereunder.

Section 5. Severability. Invalidity of any provision of this Declaration by judgment or court order shall in no way affect the other provision hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 6. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one years after the death of the last survivor of the now living descendants of the persons named in the Articles as the initial directors of the Association.

ARTICLE XI

MISCELLANEOUS PROVISION

Section 1. Management Agreements, Any agreement for professional management of the affairs of the Association, or any agreement providing for services to the Association by Declarant, may not exceed one year, and must provide for termination by either party without cause, and without payment of a termination fee, upon thirty days written notice to the other party.

Section 2. Insurance. The Association may maintain hazard insurance for property owned or maintained by the Association, public liability insurance covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and liability insurance for its directors and

officers. All insurance maintained by the Association shall be in such amounts and upon such terms and conditions deemed appropriate by the Board. All insurance proceeds payable to the Association shall be used by disbursed in a manner deemed appropriate by the Board.

Section 3. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorney fees, reasonable incurred by or imposed upon any officer or directors in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the current Board) to which he may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistakes or judgment, negligent otherwise, but shall be liable only for their own individual willful malfeasance, misconduct or bad faith. The officers and directors shall have not personal liability (solely because they are officers or directors) with respect to any contract or other commitments made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled.

Section 4. Notices. Any notice required or permitted herein shall be in writing and may be sent to an Owner at his address as shown on the records of the Association, or to any other person at his current address, or his last known address, if his current

address is not known. Notices may be sent by United States first class mail, postage prepaid. Such mailing shall be deemed adequate notice, and shall be effective when mailed. Other reliable methods of delivery are permitted. Proof of receipt of notice is not required. It is the duty of each Owner to furnish the Association with the Owner address to which notices from the Association may be sent. In an emergency, any type or method of notice may be used which is reasonable under the circumstances.

Section 5. Interpretation and Construction. The provisions of this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development of Deerfoot Pines, Section I. The provisions hereof shall be liberally interpreted, and, if necessary, they shall be so extended or enlarged by implication to make them fully effective. This Declaration shall be construed pursuant to the laws of South Carolina.

Section 6. Document Conflicts. In the event of a conflict between this Declaration or any Supplemental Declaration and the Articles, the Bylaws, the Board Rules or the ACC Standards, this Declaration or the Supplemental Declaration shall prevail. In the event of a conflict between the Board Rules and the ACC Standards during the Development Period, the ACC Standards shall prevail; thereafter, the Board Rules shall prevail.

Section 7. Number and Gender. Unless a contrary construction is required by the context, for all purposes under this Declaration, the singular number shall include the plural, and the masculine gender shall include all genders.

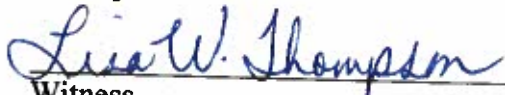
IN WITNESS WHEREOF, Declarant has caused the Declaration to be executed
and sealed this 3RD day of September 2021.

Blue Sky Properties and Development, LLC

By:  (Seal)
Member

By:  (Seal)
Member

SIGNED, SEALED AND DELIVERED
in the presence of:

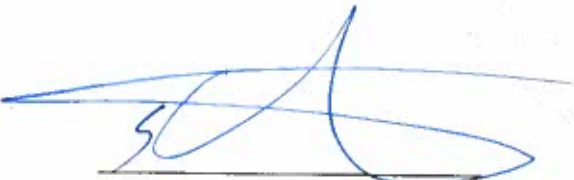

Witness


Witness

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PERSONALLY appeared before me the undersigned and made oath that s(he) saw the above members of **Blue Sky Properties and Development LLC**, sign, seal and as their act and deed, deliver the within written Declaration of Covenants, Conditions and Restrictions for the use and purposes therein; and that s(he) with the other undersigned witness witnessed the execution thereof.

SWORN to before me this 3RD
day of September, 2021
Allison Rodriguez
Notary Public for South Carolina
My commission Expires: 3/1/2026



Witness



2021027732

BY LAWS

RECORDING FEES

\$25.00

PRESENTED & RECORDED

09-13-2021 02:55 PM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: JENNIFER YOUNG DEPUTY

BK: RB 4961

PG: 820 - 832

BYLAWS
OF
DEERFOOT PINES HOA, INC.

ARTICLE I

NAME, LOCATION, MEMBERSHIP, APPLICABILITY

1.1 Name. The name of this Association shall be DEERFOOT PINES HOA, INC. (hereinafter to as the "Association"), a South Carolina nonprofit corporation.

1.2 Membership. The membership of the Association shall be limited to Owners of Lots in that development of single-family residences known as "Deerfoot Pines" (hereinafter referred to as the "Development"), located in Aiken County, South Carolina, and shall include Owners of Lots in any additions to or expansions of the Development.

1.3 Registered Office and Agent. The Association shall maintain a registered office and shall have a registered agent whose business office is identical with such registered office. The Association may have offices at such place or places within reasonable proximity to the Development as the Board of Directors may from time to time designate.

1.4 Applicability. These Bylaws are applicable to the Lots in the Development and are established pursuant to the South Carolina Corporation Code and are binding on all present or future Owners, tenants, occupants, or other persons occupying or using the facilities of the Development in any manner. The mere acquisition, rental, use, or other act of occupancy of any Lot will signify that these Bylaws are accepted and ratified. These Bylaws are subject to the provisions of the Act, the South Carolina Corporation Code and that certain Declaration of Covenants, Conditions, and Restrictions for Deerfoot Pines) hereinafter referred to as the "Declaration"). For purposes of these Bylaws, words such as, for example, "Common Areas", "Lot", "Mortgage", "Mortgagee", and "Owner", shall have the same meaning as set forth in the Declaration, unless the context shall otherwise require or prohibit.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. Every person who is the record Owner of a fee or undivided fee interest in any Lot in the Development (including any Lots in any additions to or expansions of the Development) shall be a member of the Association, excluding persons who hold such an interest under a Mortgage. The voting weight appurtenant to each Lot is equal and each Lot shall have one vote. The rights and privileges of membership in the Association, including the right to vote and hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one vote be cast nor more than one office held for each Lot. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more that one membership or vote per Lot. In the event of multiple Owners of a Lot, the vote appertaining thereto shall be exercised as

those Owners of such Lot themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event that more than one person seeks to exercise it. The vote appertaining to any Lot may, and shall in the case of any Owner not a natural person or persons, be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner and delivered to the Secretary of the Association.

22 Voting Rights. The Association shall have one class of voting membership which shall consist of all Owners. Such Owners shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 2.01 of these Bylaws; provided, however that no vote shall be deemed to appertain to any Lot during the period that the Association is the Owner thereof. The vote attributable to a Lot shall be exercised as a whole, and when more than one person or a person other than a natural person owns such interest in any Lot, the vote therefor shall be exercised in accordance with the provision of Section 2.01 of these Bylaws.

23 Suspension of Voting Rights. During any period in which the Owner of a Lot shall be in default in the payment of any annual or special assessment or other charge levied by the Association, the voting rights of such Lot may be suspended by the Board of Directors, after notice and a hearing as provided in the Declaration, until such assessment or charge has been paid. Such rights may also be suspended, after notice and a hearing as provided in the Declaration, for a violation of any provisions of the Declaration, these Bylaws or any of the published rules and regulations of the Association.

ARTICLE III

MEETINGS, QUORUM, VOTING, PROXIES

3.1 Place of Meeting. Membership meetings of the Association shall be held at a suitable place convenient to the members as may be designated by the Board of Directors.

3.2 Annual Meeting. The regular Annual Meeting of the members shall be held during the month of November or December each year with the date, hour, and place to be set by the Board. No meetings of Members will be required during the Development Period.

3.3 Special Meetings. the Secretary of the Association shall be required to call a special meeting of the members (a) when directed by the President of the Association (b) upon the resolution of a majority of the Board of Directors, or (c) upon the presentation to the Secretary of the Association of a petition signed by Owners entitled to cast at least one-fourth (1/4) of the votes of the Association. The call of a special meeting shall be by notice from the Secretary of the Association given at least ten (10) days and not more than thirty (30) days in advance of the meeting, and such notice shall state the date, the time, the place, and the purpose of such special meeting. Unless by consent of at least seventy-five percent (75%) of the votes of the Owners present in person or by proxy, only the business stated in the notice may be transacted at such a special meeting.

3.4 Notice of Meetings. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special membership meeting, stating the purpose thereof, as well as the date, time, and place where it is to be held. Such notice shall be delivered personally or sent by U. S. Postal Service, postage prepaid, to all Owners of record at such address or addresses as any of them may have designated, or if no address has been so designated, at the address of their respective Lots. Except as may be otherwise required by law, notice shall be given to each Owner at least ten (10) days and not more than

thirty (30) days in advance of any meeting. The mailing of a notice in the manner provided

in this Section shall be considered to be the giving of such notice. Any Owner (or any Mortgagee of any Owner entitled to notice) may waive the notice of a meeting by doing so in writing before or after such meeting. Attendance at a meeting, either in person or by proxy, shall of itself constitute a waiver of notice and waiver of any and all objections to the place or time of such meeting or the manner in which it has been called or convened, unless a member or other person entitled to notice attends such meeting solely for the purpose of stating, at the beginning of such meeting, any such objection or objections relating to such meeting. A recitation in the minutes of any membership meeting that notice of such meeting was properly given shall be prima facie evidence that such notice was so given.

3.5 Conduct of Meetings. The President, or the Vice President in the absence of the President, shall preside over all meetings of the Association and the Secretary shall keep the minutes of all such meetings and shall record in a minute book all resolutions adopted at such meetings, as well as all transactions and proceedings occurring at such meetings.

3.6 Order of Business. The order of business at all annual meetings shall be as follows:

- a. Roll call and certification of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers, if any.
- e. Reports of committees, if any.
- f. Election or appointment of inspectors of elections.
- g. Election of directors.
- h. Unfinished business.
- i. New business.

3.7 Quorum. Except as otherwise provided in the Declaration or in these Bylaws, the presence in person or by proxy at the beginning of any meeting of the Owners entitled to cast one-third (1/3) of the votes of the Association shall constitute a quorum for a meeting of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

3.8 Adjourned Meetings. Any meeting of the Association which cannot be organized because a quorum has not attended may be adjourned from time to time by the vote of a majority of the Owners present in person or represented by proxy. When any membership meeting, either annual or special, is adjourned, notice of the time, place, and location of the adjourned meeting shall be given as in the case of the original meeting.

3.9 Proxy. The vote appertaining to any Lot may, and shall in the case of any Owner not a natural person or persons, be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner and delivered to the Secretary of the Association. No such proxy shall be revocable except by written notice delivered to the Secretary of the Association by the Owner. Any proxy shall be void if it is not dated or if it purports to be revocable without notice as aforesaid. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The transfer of title to any Lot shall void any outstanding proxy pertaining to the voting rights appurtenant to that Lot.

3.10 Action Taken by Association. Except as otherwise provided by the Declaration or these Bylaws, any action taken at any meeting of members shall be effective and valid if taken or authorized

by not less than a majority of all of the votes to which all of the members present in person or by proxy at a duly constituted meeting shall be entitled. For purposes of these Bylaws, "majority" shall mean more than fifty percent (50%); provided, however, the foregoing provisions of this Bylaw to the contrary notwithstanding, any action which by law or pursuant to the provisions of the Declaration or these Bylaws requires the assent of a specified number or percentage of the votes of the Owners greater than that herein specified, shall not be considered the act of the Owners unless such requisite number or percentage so prescribed by law or by the Declaration or these Bylaws is obtained.

3.11 Voting. Except as otherwise provided in the Declaration or these Bylaws, voting on all matters shall be by voice vote or by a show of hands unless any Owner, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the Owner voting, the Lot or Lots owned by such Owner, and the number of votes voted by such Owner, and if such ballot shall be cast by proxy, it shall also state the name of such proxy.

3.12 Action by Association Without Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) **Ballot.** A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the corporation in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) **Written Consent.** Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

ARTICLE IV

BOARD OF DIRECTORS, NUMBER, POWERS, MEETINGS

4.0 Number. The Board of Directors shall consist of no less than five (5) members. Directors must be Owners at all times during their service as Directors; provided, however, the term "Owner", for purposes of this Section and Section 5.01 hereof, shall be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of any entity or person which is, either alone or in conjunction with any other person or persons, an Owner. Any individual who would not be eligible to serve as a member of the Board of Directors were he not a shareholder, director, officer, partner in, or trustee of such an entity or person, shall be deemed to have disqualified himself from continuing as a Director if he ceases to have any such affiliation with that entity or person.

4.1 Number During Development Period. Notwithstanding the foregoing, Declarant (as defined in the Covenants, Conditions and Restrictions of Deerfoot Pines), shall have the sole right to elect and remove members of the Board during the Development Period (as defined in the Covenants, Conditions and Restrictions of Deerfoot Pines), unless Declarant sooner waives this right. As such, during the Development Period, the Board shall consist of One (1) or more members, as appointed by the Declarant. Thereafter, the Board shall be elected and removed by the Members in accordance with the Bylaws.

4.2 Powers and Duties. The Board of Directors shall have the powers and duties necessary to administer the affairs of the Association, including, but not necessarily limited to, those powers and duties specifically assigned to the Board of Directors in the Declaration, the Articles of Incorporation, and these Bylaws. Consistent therewith, the Board of Directors shall have the power to adopt rules and regulations which it deems necessary for the administration of the affairs of the Association and to impose sanctions for violations of the Declaration, the Bylaws, and the published rules and regulations of the Association, subject to the provisions of the Declaration regarding the right to notice and a hearing.

4.3 Other Duties. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law and the Declaration, together with such other duties and responsibilities as it may deem necessary or appropriate in the exercise of its powers. In additions to other duties which the Board of Directors may have, it shall be responsible for the following matters:

- (a) Maintenance, repair, renovation, restoration, replacement, care, and upkeep of the Common Areas and other portions of the Development maintained by the Association;
- (b) Collection of assessments levied by the Association;
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Common Areas and other portions of the Development which are the responsibility of the Association; and

(d) Subject to the provisions of the Declaration, the promulgation of rules and regulations governing the use and enjoyment of the Common Areas.

4.4 Management. Subject to the provisions of the Declaration, the Board of Directors may employ for the Association a management agent under such terms, compensations, and duties as the Board may, in its sole discretion, authorize.

4.5 Election of Directors and Term of Office. The Directors serving on the effective date of these Bylaws shall remain in office until the terms for which they were elected expire. Except in the case of death, resignation, disqualification, or removal, each Director elected by the members shall serve until the annual meeting at which his term expires and until his successor has been duly chosen and qualified.

4.6 Procedure for Election. At the annual meeting, the members shall elect, in accordance with the procedures hereinafter set forth in this Section, Directors to succeed to the office of all Directors whose terms have expired at the time of such meeting. Such Directors so elected shall each serve for a term of three (3) years. Persons may be nominated for election to the Board of Directors by a nominating committee appointed by the incumbent Board of Directors prior to the annual meeting and by nominations made from the floor at the meeting for such election. Election to the Board of Directors shall be by secret written ballot, unless dispensed by unanimous consent, and at such election members or their proxies may cast, with respect to each vacancy, the votes of their respective Lots as provided in the declaration. Cumulative voting shall not apply.

4.7 Removal or Resignation. Any one or more of the Directors may be removed with or without cause by a majority vote of the total authorized vote of the Owners in the Development which is taken at any regular or special meeting of the Association, and a successor shall be elected by the Owners at such meeting in order to fill the unexpired portion of such Director's term. Any Director whose removal has been proposed by any Owner or Owners shall be given an opportunity to be heard at such meeting. Any Director may resign at any time by giving written notice to the members of the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The sale of a Lot by a Director or any other termination of his interest in a Lot shall automatically terminate his directorship. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall serve until a successor is elected and qualified at the next annual meeting of the Owners.

4.8 Fees and Compensation. No fee or compensation shall be paid by the Association to Directors for their services as Directors unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the total vote of the Owners.

4.9 Organizational Meeting. The first and organizational meeting of each Board of Directors may be held without notice, other than this bylaw, immediately after, and at the same place as, the meeting of the Owners at which such Board of Directors or certain members of the Board of Directors have been elected. In any event to be held as soon as practicable.

4.10 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings, in addition to the organizational meeting, and such regular meetings shall be held without notice other than such resolution.

4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President on at least three (3) days notice to each Director, given personally or by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors may also be called by the Secretary of the Association in like manner and on like notice on the written request of at least a majority of the Directors.

4.12 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed to be a waiver of notice of such meeting and waiver of any and all objections to the place or time of the meeting or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting, any such objection or objections.

4.13 Entry of Notice. Whenever any director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be prima facie evidence that due notice of such special meeting was given such Director, as required by law and the Bylaws of the association.

4.14 Board of Directors Quorum. At all meetings of the Board of Directors, a majority of the Directors then in office shall constitute a quorum for the transaction of business.

4.15 Conduct of Meetings. The President, or the Vice President in the absence of the President, shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes of such meetings and shall record in a minute book all resolutions adopted at such meetings, as well as all transactions and proceedings occurring at such meetings.

4.16 Action Taken by Directors. Except as otherwise provided in the Declaration and these Bylaws or by law, every act or decision by a majority of the Directors present in person or by proxy at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board. In the event of any tie vote, the President or the Vice President in the absence of the President, shall cast a separate vote to break the tie.

4.17 Action Without Formal Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the directors' consent in writing to such action. The written consents must describe the action taken and be signed by no fewer than a Majority of the directors. The written consents shall be filed with the minutes of the Board.

4.18 Special Committees. The Board of Directors shall have the power and authority to create special committees, including but not necessarily limited to, an Architectural Standards Committee, a Recreation Committee, a Maintenance Committee, and an Insurance Committee, and a Budget Committee. Any such committee shall advise the Board of Directors on matters pertaining to the purpose for which any such special committee shall have been created and shall have and exercise such powers as may be provided by resolution of the Board of Directors. Each such committee shall

be comprised of one or more Board of Directors and shall act by a majority of its members unless otherwise ordered by the Board of Directors. The members, including the chairman, of any such special committee shall be appointed by and shall serve at the pleasure of the Board of Directors. A majority of the members of any such committee shall constitute a quorum.

4.19 Executive Committee. In furtherance and not in limitation of the powers conferred by law, the Board of Directors may establish an Executive Committee consisting of three (3) Directors. The Executive Committee shall be constituted and appointed by the Board of Directors from their number and shall meet when deemed necessary. The Executive Committee shall have authority to exercise all the powers of the Board of Directors at any time and when the Board of Directors is not in session, so long as such powers are lawfully delegated and are not inconsistent with these Bylaws and the Declaration. The Executive Committee shall elect a chairman, and a majority of the members of the Executive Committee shall constitute a quorum. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Executive Committee, and notice of meetings of the Executive Committee shall be the same as required for a special meeting of the Board of Directors as outlined above in this Article. The Board of Directors may designate one or more Directors as alternate members of the Executive Committee, and such alternate member may act in the place and stead of any absent member or members at any meeting of the Executive Committee. The designation of an Executive Committee shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

ARTICLE V

OFFICERS

5.1 Enumeration of Officers. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, who shall be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create. Any two or more offices may be held by the same person, excepting the offices of President and Vice President and President and Secretary. Each officer must be an "Owner" as defined in Section 4.01 of the Bylaws.

5.2 Election. The Board of Directors shall elect the officers of the Association at each organizational meeting thereof. The Board of Directors at any time and from time to time may appoint such other officers as it shall deem necessary, including one or more Assistant Secretaries or Assistant Treasurers, who shall hold their offices for such terms as shall be determined by the Board of Directors and shall exercise such powers and perform such duties as are specified by these Bylaws or as shall be determined from time to time by the Board of Directors.

5.3 Compensation. No fee or compensation shall be paid by the Association to any officer for his services as an officer unless such fee or compensation is first fixed by a resolution adopted by a majority vote of total vote of the Owners.

5.4 Term. Each officer of this Association shall be elected at the time of each organizational meeting of the Board of Directors, and each shall hold office until the next organizational meeting of the Board and until his successor is duly elected and qualified, or until his earlier resignation, death, removal, or other disqualification. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. The sales of his Lot by an officer or a termination of his interest in a Lot shall automatically terminate his term as an officer.

5.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5.6 President. The President shall be a Director and the chief executive officer of the Association and, subject to the control of the Board of Directors, shall in general manage, supervise, and control all of the business and affairs of the Association and perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. He shall, when present, preside at all membership meetings. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any contracts, deeds, notes, mortgages, bonds, policies of insurance, checks, or other instruments which the Board of Directors has authorized to be executed, except in cases where signing or execution thereof shall be expressly delegated by the Declaration or these bylaws or by the Board of Directors to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.

5.7 Vice President(s). In the absence of the President, or in the event of his death or inability or refusal to act, the Vice President (or in the event there is more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, in the order of election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may perform such duties as are set forth in these bylaws or as shall from time to time be assigned to him by the Board of Directors.

5.8 Secretary. The Secretary shall: (a) attend and keep the minutes of meetings of the members, of the Board of Directors and of any committees having any of the authority of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the Declaration or the provisions of these bylaws or as required by law; (c) be custodian of the Association records; and, (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors.

5.9 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be from time to time selected by the Board of Directors; (b) authorize vouchers and sign checks for monies due and payable by the Association; (c) promptly render to the President and to the Board of Directors an account of the financial condition of the Association whenever requested; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

5.10 Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Treasurers, in general, shall perform such duties as shall be assigned by the Secretary or Treasurer, respectively, or by the Board of Directors.

ARTICLE VI

FISCAL MATTERS AND BOOKS AND RECORDS

6.1 Fidelity Bonds. The Board of Directors may require that any contractor or employee of the Association handling or responsible for Association funds shall furnish an adequate fidelity bond. The premium for any such bond shall be paid by the Association as a common expense.

6.2 Books and Records. To the extent provided in the South Carolina Code of Laws, as amended, all Association members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

6.3 Contracts. The Board of Directors may authorize any officer or officers, or agent or agents, of these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of, the Association, and such authority may be general or confined to specific instances.

6.4 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, or agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President or Vice President of the Association.

6.5 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may elect.

6.6 Gifts. The Board of Directors may accept, on behalf of the Association, any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Association.

6.7 Fiscal Year. The fiscal year of the Association shall be the calendar year.

ARTICLE VII

MISCELLANEOUS

71 Parliamentary Rules. Unless waived by a majority vote of the Owners in attendance in person or by proxy at any duly called membership meeting, or unless waived by a majority of the Directors present at any duly called meeting of the Board of Directors, Robert's Rules of Order (latest edition) shall govern the conduct of the proceedings of such meeting when not in conflict with South

Carolina law, the Declaration, or these Bylaws.

72 Conflicts. If there are conflicts or inconsistencies between the provisions of South Carolina law or the Declaration and these Bylaws, the provisions of South Carolina law and the Declaration, in that order, shall prevail.

73 Definitions. Unless the context shall otherwise require, words or phrases used herein which are defined in the Declaration shall have the same meaning as therein set forth.

74 Amendment. the Articles of Incorporation and these Bylaws may be amended, at a regular or special meeting of the members duly called and held for such purpose, pursuant to a resolution of the Board of Directors adopting a proposed amendment. Such resolution must be approved by the Owners to which at least two-thirds (2/3) of the votes which the Owners present at such meeting in person or by proxy are entitled to cast. Notwithstanding the foregoing, any amendment to these Bylaws which would alter, modify, or rescind any right or privilege herein expressly granted to the holder of any Mortgage affecting any Lot shall require the prior written approval of such holder.

75 Agreements. Subject to the provisions of the Declaration and the Bylaws, all agreements and determinations lawfully authorized by the Board of Directors of the Association shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, or others having an interest in the Development, and in performing its responsibilities hereunder, the Association, through the Board of Directors, shall have the authority to delegate to such persons of its choice such duties of the Association as may be determined by the Board of Directors.

76 Severability. Invalidation of any covenant, condition, restriction, provision, sentence, clause, phrase, or word of these Bylaws, or the application thereof in any circumstances, shall not affect the validity of the remaining portions thereof and of the application thereof, and such remaining portions shall remain in full force and effect.

77 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

78 Headings and Captions. The article and section headings and captions herein are for convenience and reference only and in no way define or limit the scope and content of these Bylaws or

in any way affect the provisions hereof.

IN WITNESS WHEREOF, Declarant has caused the Declaration to be executed and sealed this

30 day of September 2021.

M/2

DEERFOOT PINES HOA, INC.

By: [Signature] (Seal)
Name: DAVID Thompson
AS ITS: Member

SIGNED, SEALED AND DELIVERED
in the presence of:

[Signature]
Witness

[Signature]
Witness

THE STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF AIKEN

I, ALLISON RODRIGUEZ, a notary public for the State of South Carolina, do hereby certify that DEERFOOT PINES HOA, INC., a non-profit corporation, by and through its President herein, as well as the other witness, personally appeared before me this day and acknowledged the due execution of this instrument.

Subscribed, sworn to and acknowledged before me this 3rd day of September 2021.

[Signature] (Seal)
Notary Public, South Carolina

