



BY-LAWS OF HOMEOWNER'S ASSOCIATION
DECLARATION OF COVENANTS & RESTRICTIONS
ARCHITECTURAL GUIDELINES

751 Berkley Drive ♦ Clemson, SC 29631 ♦ (864) 654-2211



6/17/03

**SIXTH SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PHASE IV-D OF COUNTRY WALK**

THIS SIXTH SUPPLEMENTAL DECLARATION, is made on the date hereinafter set forth, by CESI CORP., a Florida corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer previously submitted certain property to the provisions of that certain "Declaration of Covenants, Conditions and Restrictions for Country Walk" (the "Declaration"), which Declaration was recorded in the Public Records of Pickens County, South Carolina in Deed Book 273 at Page 303, and which Declaration created the community of "Country Walk;"

WHEREAS, Developer subsequently submitted, by "Supplemental Declaration of Covenants, Conditions and Restrictions for Phase II of Country Walk" as recorded in the Public Records of Pickens County, South Carolina in Deed Book 345 at Page 295 (the "Supplemental Declaration"), the real property located in Pickens County, South Carolina, and described in the exhibit attached thereto, such that the Supplemental Property is subject to the provisions of both the Declaration and the Supplemental Declaration;

WHEREAS, Developer subsequently submitted, by "Second Supplemental Declaration of Covenants, Conditions and Restrictions for Phase III of Country Walk" as recorded in the Public Records of Pickens County, South Carolina in Deed Book 474 at Page 343 (the "Second Supplemental Declaration"), the real property located in Pickens County, South Carolina, and described in the exhibit attached thereto, such that the Second Supplemental Property is subject to the provisions of the Declaration, the Supplemental Declaration, and the Second Supplemental Declaration;

WHEREAS, Developer subsequently submitted, by "Third Supplemental Declaration of Covenants, Conditions and Restrictions for Phase IV-A of Country Walk" as recorded in the Public Records of Pickens County, South Carolina in Deed Book 493 at Page 114 (the "Third Supplemental Declaration"), the real property located in Pickens County, South Carolina, and described in the exhibit attached thereto, such that the Third Supplemental Property is subject to the provisions of the Declaration, the Supplemental Declaration, the Second Supplemental Declaration, and the Third Supplemental Declaration;

WHEREAS, Developer subsequently submitted, by "Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for Phase IV-B of Country Walk" as recorded in the Public Records of Pickens County, South Carolina in Deed Book 528 at Page 112 (the "Fourth

Supplemental Declaration”), the real property located in Pickens County, South Carolina, and described in the exhibit attached thereto, such that the Fourth Supplemental Property is subject to the provisions of the Declaration, the Supplemental Declarations recorded prior to the Fourth Supplemental Declaration, and the Fourth Supplemental Declaration.

WHEREAS, Developer subsequently submitted, by “Fifth Supplemental Declaration of Covenants, Conditions and Restrictions for Phase IV-C of Country Walk” as recorded in the Public Records of Pickens County, South Carolina in Deed Book 606 at Page 103 (the “Fifth Supplemental Declaration”), the real property located in Pickens County, South Carolina, and described in the exhibit attached thereto, such that the Fifth Supplemental Property is subject to the provisions of the Declaration, the Supplemental Declarations recorded prior to the Fifth Supplemental Declaration, and the Fifth Supplemental.

WHEREAS, Developer created Phase IV-D, consisting of Lots 136, 137, and 138 (the “Sixth Supplemental Property”), by plat filed on August 13, 2001, in Plat Book 427 at Page 18b, thereby adding those Lots to Country Walk;

WHEREAS, Developer wishes to assure that it is clear that the Sixth Supplemental Property is subject to all of the same provisions as the other portions of Country Walk, as was Developer’s intent in submitting the Plat for approval and recordation;

WHEREAS, Developer is therefore filing of record the present instrument such that it is clear that the Sixth Supplemental Property is subject to the provisions of the Declaration, all subsequent Supplemental Declarations, and this Sixth Supplemental Declaration;

NOW, THEREFORE, Developer hereby declares that all of the Sixth Supplemental Property shall be held, sold and conveyed subject to the provisions of the Declaration, to the provisions of all of the Supplemental Declarations, and to the provisions of this Sixth Supplemental Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Sixth Supplemental Property and be binding on all parties having any right, title or interest in the Sixth Supplemental Property or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Sixth Supplemental Property.

PARAGRAPH A. DEFINITIONS. All terms, unless otherwise defined herein, shall have the definitions given them in the Declaration.

PARAGRAPH B. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION. For the Sixth Supplemental Property, the provisions of this Paragraph B shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of Article III of the Declaration.

An Owner may purchase a portion of a Lot (a “fractional Lot”) if that Owner owns the adjoining Lot and enters into an agreement, in recordable form and in form and content acceptable

to the Association, specifying a unity of title between the fractional Lot and such adjoining Lot. In such case, for all purposes hereunder, including, without limitation, membership and voting rights in the Association, such Owner shall be deemed to own one Lot and shall be assessed as though owning one Lot.

Any Owner owning one Lot and a fractional Lot shall be subject to all restrictions governing construction of a home on the Lot and shall, for all other intents and purposes, be treated as owning one Lot. Only one home may be constructed by such Owner.

In the event that an Owner owns two adjoining Lots and elects to construct one home on such Lots, then such Owner shall, at that Owner's option, notify the Association that he or she elects either to (1) treat such Lots as two separate Lots, in which case the home shall be built on one of such Lots as though the Owner did not own the adjacent Lot and the Owner shall be treated for all purposes hereunder as owning two Lots, or (2) treat such Lots as one Lot, in which case such Owner will be treated for all purposes hereunder as owning one Lot and in which case such Owner shall enter into an agreement, in form and content acceptable to the Association, specifying a unity of title between the two Lots. In the event that the Owner elects to treat such Lots as one Lot, then only one home may be constructed by the Owner on such Lots.

PARAGRAPH C. EFFECTIVE DATE. This Sixth Supplemental Declaration shall, to the extent possible under applicable law, be deemed to become effective as of August 13, 2001.

IN WITNESS WHEREOF, the undersigned, being the Developer, has hereunto set its hand and seal this 24 day of June, 2003.

W, 6 names:

STATE OF SOUTH CAROLINA)
) SS:
COUNTY OF PICKENS)

CESI CORP

By: Charles K. Cheezem
Charles K. Cheezem, President

The foregoing instrument was acknowledged before me this ____ day of June, 2003, by Charles K. Cheezem as President of CESI CORP., a Florida corporation, who is personally known to me or who has produced drivers' licenses as identification and who executed the foregoing instrument on behalf of the corporation.

Name: Taluccia A. Aron
Notary Public, State of South Carolina
My Commission expires: 3/08/1

HYPERCALCAEMIA SYMPTOMS

RED MAPLE WAY

8"E
S 47° 25' 28" E
36.47'

-138-
Phase IV - D
COUNTRY WALK
16,856 sq.ft.
0.387 acres

-139-
ENTRY

-132-
Phase IV - B
COUNTRY WALK

-137-
Phase IV - D
COUNTRY WALK
16,791 sq.ft.
0.385 acres

-141- (revised)
COUNTRY WALK

-136-
Phase IV - D
COUNTRY WALK
16,313 sq.ft.
0.375 acres

-142- (revised)
COUNTRY WALK

- 144 - (revised)

GRAPHIC SCALE

(IN FEET)

LINE TABLE		
LINE	LENGTH	BEARING
11	16.22	N41°52'51" W

CURVE TABLE				
CURVE	ARC	RADIUS	BEARING	CHORD
C1	77.16	275.00	S14°52'20"E	76.91
C2	89.16	275.00	S32°11'57"E	88.77
C3	30.91	275.00	S44°12'28"E	20.80

NOTES:

Property and areas shown subject to any and all rights-of-way, easements, and restrictions that may exist on record or on the ground.

There is a 5' Driveway and Utility Easement each side of all interior lot and division lines and a 10' buffer all outside boundary lines, except where noted otherwise.

ZONED RM-1

000015659 08/14/2001
Filed At Register of
Pickens County SC
Fees Paid \$10.00

Legend:

DP = Rail
F88 = Iron Pin Found, WP / sig = Iron Pin Set
S88 = Railroad Spike, W/C = Nail & Cap, p/K = p/K Nail
UP = Ugly pole, LP = Light Pole, IM = Washer Meter
UM = Umbrella, SD = Storm Drain, UB = Ugly Box

0" WATER LINE	GATE VALVE	WATER SERVICE
0" WATER LINE	HYDRANT	
1" WATER LINE		

**CITY OF CLEMSON
PLANNING & CODES ADMST.
P O BOX 1566
CLEMSON SC 29633-1566**

City of Clemson Find
Subdivision Approval
by Planning Commission
Chair Therese J. Watkins
Date: 8/13/61

FINAL PLAT
plan for
Phase IV - D
Lots 136-139

COUNTRY WALK
PICKENS COUNTY, SOUTH CAROLINA
CITY OF CLEMSON JULY 18, 2001
Scale 1" = 60' Job # DWG20-CW13

JOHN R LONG & ASSOCIATES
Registered Land Brokers

SCALPING SHALL MEET THE MINIMUM STANDARDS
IMPOSED BY THE CITY OF CLONSON (TYPE "D")
R & DEVELOPER - CIS CORPORATION
731 BERKELEY DR
CLONSON, SC 29031
XERO BOOK 343 Pgs 293-301 FOR
RESTRICTIONS AND COVENANTS



**SIXTH SUPPLEMENTAL ARCHITECTURAL GUIDELINES
FOR PHASE IV OF COUNTRY WALK**

THESE SIXTH SUPPLEMENTAL ARCHITECTURAL GUIDELINES are made on the date hereinafter set forth, by CESI CORP., a Florida corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer has previously submitted certain property to the provisions of that certain "Declaration of Covenants, Conditions and Restrictions for Country Walk" (the "Declaration"), which Declaration was recorded in the Public Records of Pickens County, South Carolina in Deed Book 273 at Page 303, and which Declaration created the community of "Country Walk;"

WHEREAS, together with the Declaration, Developer recorded in those same Public Records the initial architectural guidelines for Country Walk (the "Architectural Guidelines");

WHEREAS, Developer subsequently submitted additional real property located in Pickens County, South Carolina to Country Walk in phases, with the last such addition ("Phase IV-D") being submitted by that certain plat recorded in Plat Book 427 at Page 18b of the Public Records of Pickens County, South Carolina;

WHEREAS, Developer further submitted the Supplemental Property to those certain "Supplemental Architectural Guidelines", which were recorded in the Public Records of Pickens County, South Carolina in Deed Book 345 at Page 295;

NOW, THEREFORE, Developer hereby confirms and declares that all of Phase IV-D shall be held, sold and conveyed subject to the provisions of the Declaration, to the provisions of the supplemental declarations, to the provisions of the Architectural Guidelines, to the provisions of the supplemental architectural guidelines of record in Pickens County, South Carolina, and to the provisions of these Sixth Supplemental Architectural Guidelines, all of which are for the purpose of protecting the value and desirability of, and which shall run with, Phase IV-D and be binding on all parties having any right, title or interest in Phase IV-D or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of Phase IV-D.

PARAGRAPH A. DEFINITIONS. All terms, unless otherwise defined herein, shall have the definitions given them in the Declaration.

PARAGRAPH B. EXTERIOR MATERIALS AND COLORS. For Phase IV-D, the provisions of this Paragraph B shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of the section of the Architectural Guidelines entitled "Design Building Guidelines, Exterior Materials and Colors."

Exterior artificial, simulated or imitation materials shall not be permitted without the approval of the ACC. It is specifically understood and agreed that all houses constructed shall be basically all brick on all sides, with minor exceptions for aesthetic purposes, and the use of any materials other than brick for exterior will require specific written approval.

The use of the following items are appropriate:

- | | | |
|----|---------|---|
| a) | Masonry | Brick, ceramic, stone, all to be approved by the ACC. |
| b) | Metals | Factory finished in durable anodized or baked-on enamel, wrought iron or copper. |
| c) | Stucco | Shall not be used except in small areas and only then with express written approval of the ACC. |
| d) | Wood | Timbers, boards, tongue and groove, wood siding, rough sawn lumber, wood shingles and shakes and beaded mahogany. |
| e) | Vinyl | Lap or beaded with a minimum panel thickness of .044 mills may be used in connection with the fascia, eaves and exposed porch ceilings and for certain gable end construction, but only after specific approval of the ACC. |

All exterior elevation materials are to be predominantly brick, with all four sides to be the same materials unless approved by the ACC.

All siding specifications are to be approved by the ACC and used as accent or special purpose materials only.

Enhancement of the exterior by the use of vinyl, stone or wood is strongly encouraged.

The color of exterior materials must be generally subdued to enhance the colors of the natural landscape. Earthtones, generally muted, are recommended although occasionally accent colors may be used with restraint.

PARAGRAPH C. FOUNDATION AND FRAMING. For Phase IV-D, the provisions of this Paragraph C shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of the section of the Architectural Guidelines entitled "Design Building Guidelines, Foundation and Framing."

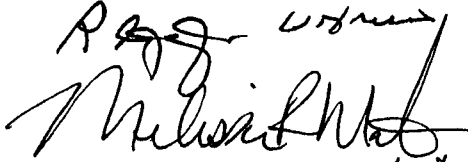
Crawl space foundations are acceptable. Slab construction may be allowed, but only with specific written approval of the ACC.

All foundations shall be fully enclosed with brick or stone. Exposed cement block or coated cement block is not permitted.

First floor ceiling height of 9 feet is mandatory.

PARAGRAPH D. EFFECTIVE DATE. This instrument shall, to the extent permitted under applicable law, be deemed to have become effective on August 13, 2001.

IN WITNESS HEREOF, the undersigned, being the Developer, has hereunto set its hand and seal this 24 day of June, 2003.

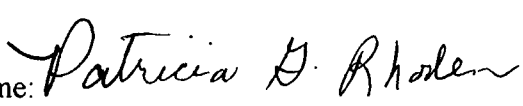

 W. Cheezem President

CESI CORP.

By: 
 Charles K. Cheezem,

STATE OF SOUTH CAROLINA)
) SS:
 COUNTY OF PICKENS)

The foregoing instrument was acknowledged before me this 24 day of June, 2003 by Charles K. Cheezem, President of CESI CORP., a Florida corporation, who is personally known to me or who has produced drivers' licenses as identification and who executed the foregoing instrument on behalf of the corporation.

Name: 
 Notary Public, State of South Carolina
 My Commission expires: 3/08/12



**FIFTH SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PHASE IV-C OF COUNTRY WALK**

THIS FIFTH SUPPLEMENTAL DECLARATION, is made on the date hereinafter set forth, by CESI CORP., a Florida corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer previously submitted certain property to the provisions of that certain "Declaration of Covenants, Conditions and Restrictions for Country Walk" (the "Declaration"), which Declaration was recorded in the Public Records of Pickens County, South Carolina in Deed Book 273 at Page 303, and which Declaration created the community of "Country Walk;"

WHEREAS, Developer subsequently submitted, by "Supplemental Declaration of Covenants, Conditions and Restrictions for Phase II of Country Walk" as recorded in the Public Records of Pickens County, South Carolina in Deed Book 345 at Page 299 (the "Supplemental Declaration"), the real property located in Pickens County, South Carolina, and described in Exhibit "A" attached thereto such that the Supplemental Property is subject to the provisions of both the Declaration and the Supplemental Declaration;

WHEREAS, Developer subsequently submitted, by "Second Supplemental Declaration of Covenants, Conditions and Restrictions for Phase III-A of Country Walk" as recorded in the Public Records of Pickens County, South Carolina in Deed Book 474 at Page 343 (the "Second Supplemental Declaration"), the real property located in Pickens County, South Carolina, and described in Exhibit "1" attached thereto such that the Second Supplemental Property is subject to the provisions of the Declaration, the Supplemental Declaration, and the Second Supplemental Declaration;

WHEREAS, Developer subsequently submitted, by "Third Supplemental Declaration of Covenants, Conditions and Restrictions for Phase IV-A of Country Walk" as recorded in the Public Records of Pickens County, South Carolina in Deed Book 493 at Page 114 (the "Third Supplemental Declaration"), the real property located in Pickens County, South Carolina, and described in Exhibit "1" attached thereto such that the Third Supplemental Property is subject to the provisions of the Declaration, the Supplemental Declaration, and the Third Supplemental Declaration;

WHEREAS, Developer subsequently submitted, by "Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for Phase IV-B of Country Walk" as recorded in the Public Records of Pickens County, South Carolina in Deed Book 528 at Page 112 (the "Fourth Supplemental Declaration"), the real property located in Pickens County, South Carolina, and described in Exhibit "1" attached thereto such that the Fourth Supplemental Property is subject to the provisions of the Declaration, the Supplemental Declaration, and the Fourth Supplemental

000006452 04/11/2001 12:21:09PM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$10.00

Declaration;

WHEREAS, Developer is the owner of the real property located in Pickens County, South Carolina, and described in Exhibit "A" attached hereto and made a part of this Fifth Supplemental Declaration and desires to add such real property (the "Fifth Supplemental Property") to Country Walk, such that the Fifth Supplemental Property is subject to the provisions of the Declaration, the Supplemental Declaration, the Second Supplemental Declaration, and the Third Supplemental Declaration, and the Fourth Supplemental Declaration, and this Fifth Supplemental Declaration;

WHEREAS, as of the date of this Fifth Supplemental Declaration, Developer is filing of record in Pickens County, South Carolina, a plat which covers a portion of the Fifth Supplemental Property, being that certain plat recorded February 13, 2001 in Plat Book 410 at Page(s) 2 & 3 (the "Initial Plat for the Fifth Supplemental Property");

NOW, THEREFORE, Developer hereby declares that all of the Fifth Supplemental Property shall be held, sold and conveyed subject to the provisions of the Declaration, to the provisions of the Supplemental Declaration, to the provisions of the Second Supplemental Declaration, and to the provisions of the Third Supplemental Declaration and to the provisions of the Fourth Supplemental Declaration, and to the provisions of this Fifth Supplemental Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Fifth Supplemental Property and be binding on all parties having any right, title or interest in the Fifth Supplemental Property or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Fifth Supplemental Property.

PARAGRAPH A. DEFINITIONS. All terms, unless otherwise defined herein, shall have the definitions given them in the Declaration.

PARAGRAPH B. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION. For the Fifth Supplemental Property, the provisions of this Paragraph B shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of Article III of the Declaration.

An Owner may purchase a portion of a Lot (a "fractional Lot") if that Owner owns the adjoining Lot and enters into an agreement, in recordable form and in form and content acceptable to the Association, specifying a unity of title between the fractional Lot and such adjoining Lot. In such case, for all purposes hereunder, including, without limitation, membership and voting rights in the Association, such Owner shall be deemed to own one Lot and shall be assessed as though owning one Lot.

Any Owner owning one Lot and a fractional Lot shall be subject to all restrictions governing construction of a home on the Lot and shall, for all other intents and purposes, be treated as owning one Lot. Only one home may be constructed by such Owner.

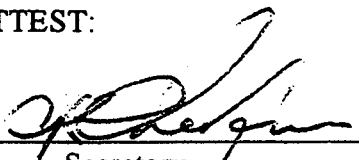
In the event that an Owner owns two adjoining Lots and elects to construct one home on

such Lots, then such Owner shall, at that Owner's option, notify the Association that he or she elects either to (1) treat such Lots as two separate Lots, in which case the home shall be built on one of such Lots as though the Owner did not own the adjacent Lot and the Owner shall be treated for all purposes hereunder as owning two Lots, or (2) treat such Lots as one Lot, in which case such Owner will be treated for all purposes hereunder as owning one Lot and in which case such Owner shall enter into an agreement, in form and content acceptable to the Association, specifying a unity of title between the two Lots. In the event that the Owner elects to treat such Lots as one Lot, then only one home may be constructed by the Owner on such Lots.


PARAGRAPH C. EFFECTIVE DATE. This Fifth Supplemental declaration shall become effective upon its recordation in the Public Records of Pickens County, South Carolina.



IN WITNESS HEREOF, the undersigned, being the Developer, has hereunto set its hand and seal this 16th day of March, 2001.

ATTEST:


Secretary

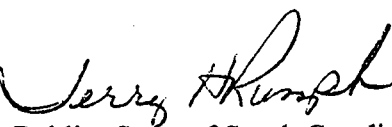
CESI CORP.


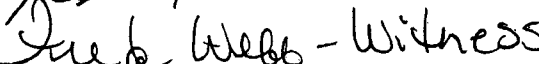
By: 
Charles K. Cheezem, President

 - witness
 - witness

STATE OF SOUTH CAROLINA)
) SS:
COUNTY OF PICKENS)

The foregoing instrument was acknowledged before me this 16th day of March, 2000, by Charles K. Cheezem and CK Cheezem, President and Secretary, respectively, of CESI CORP., a Florida corporation, who are personally known to me or who have produced drivers' licenses as identification and who executed the foregoing instrument on behalf of the corporation.

Name: 
Notary Public, State of South Carolina
My Commission expires: June 10, 2008

 - witness
 - witness

[illegible][illegible]

City of Clemons Final
City Council Approval
by Planning Commission
Chair James Williams
Date: Feb. 17, 2004

CITY OF CLEMONS
PLANNING & ZONING DEPT.
P.O. BOX 1546
CLEMONS, NC 27532-1546

James Williams 2044

FINAL PLAT
 "00"
 Phase IV Sec C
 Lots 104-107, 126-134, 157-165
COUNTRY WALK
 PICKENS COUNTY, SOUTH CAROLINA
 CITY OF CLEMSON JANUARY 31, 2009
 Scale 1" = 100' Job # DUCO-CFPH#

ROSE & MOORE & ASSOCIATES
 Registered Food Scientists
 in the U.S.
 (Licenses in 25 States)
 since 1946
 NEW YORK • NEW JERSEY • FLORIDA

000002433 02/13/2001 11:02:36 AM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$20.00

[illegible]

DATE	TIME	NAME	ROOM	TEST	SCORE	REMARKS
10/10/50	10:00	JOHN A. BROWN	101	1	85	
10/10/50	10:00	MARY K. WHITE	102	1	78	
10/10/50	10:00	ROBERT L. GREEN	103	1	92	
10/10/50	10:00	ANNE M. BLACK	104	1	88	
10/10/50	10:00	CHARLES E. RED	105	1	75	
10/10/50	10:00	JOHN D. BLUE	106	1	82	
10/10/50	10:00	MARY J. GOLD	107	1	79	
10/10/50	10:00	ROBERT F. SILVER	108	1	90	
10/10/50	10:00	ANNE K. BRONZE	109	1	87	
10/10/50	10:00	CHARLES W. IRON	110	1	76	
10/10/50	10:00	JOHN P. STEEL	111	1	83	
10/10/50	10:00	MARY L. CUPPER	112	1	80	
10/10/50	10:00	ROBERT H. ALUMINUM	113	1	91	
10/10/50	10:00	ANNE S. LEAD	114	1	86	
10/10/50	10:00	CHARLES R. ZINC	115	1	77	
10/10/50	10:00	JOHN G. COPPER	116	1	84	
10/10/50	10:00	MARY N. BRASS	117	1	81	
10/10/50	10:00	ROBERT T. STEEL	118	1	93	
10/10/50	10:00	ANNE V. IRON	119	1	89	
10/10/50	10:00	CHARLES B. ZINC	120	1	78	
10/10/50	10:00	JOHN C. COPPER	121	1	85	
10/10/50	10:00	MARY D. BRASS	122	1	82	
10/10/50	10:00	ROBERT E. STEEL	123	1	94	
10/10/50	10:00	ANNE F. IRON	124	1	90	
10/10/50	10:00	CHARLES G. ZINC	125	1	80	
10/10/50	10:00	JOHN H. COPPER	126	1	87	
10/10/50	10:00	MARY I. BRASS	127	1	84	
10/10/50	10:00	ROBERT J. STEEL	128	1	95	
10/10/50	10:00	ANNE L. IRON	129	1	91	
10/10/50	10:00	CHARLES M. ZINC	130	1	81	
10/10/50	10:00	JOHN O. COPPER	131	1	88	
10/10/50	10:00	MARY P. BRASS	132	1	85	
10/10/50	10:00	ROBERT Q. STEEL	133	1	96	
10/10/50	10:00	ANNE R. IRON	134	1	92	
10/10/50	10:00	CHARLES S. ZINC	135	1	82	
10/10/50	10:00	JOHN T. COPPER	136	1	89	
10/10/50	10:00	MARY U. BRASS	137	1	86	
10/10/50	10:00	ROBERT V. STEEL	138	1	97	
10/10/50	10:00	ANNE W. IRON	139	1	93	
10/10/50	10:00	CHARLES X. ZINC	140	1	83	
10/10/50	10:00	JOHN Y. COPPER	141	1	90	
10/10/50	10:00	MARY Z. BRASS	142	1	87	
10/10/50	10:00	ROBERT AA. STEEL	143	1	98	
10/10/50	10:00	ANNE BB. IRON	144	1	94	
10/10/50	10:00	CHARLES CC. ZINC	145	1	84	
10/10/50	10:00	JOHN DD. COPPER	146	1	91	
10/10/50	10:00	MARY EE. BRASS	147	1	88	
10/10/50	10:00	ROBERT FF. STEEL	148	1	99	
10/10/50	10:00	ANNE GG. IRON	149	1	95	
10/10/50	10:00	CHARLES HH. ZINC	150	1	85	
10/10/50	10:00	JOHN II. COPPER	151	1	92	
10/10/50	10:00	MARY JJ. BRASS	152	1	89	
10/10/50	10:00	ROBERT KK. STEEL	153	1	100	
10/10/50	10:00	ANNE LL. IRON	154	1	96	
10/10/50	10:00	CHARLES MM. ZINC	155	1	86	
10/10/50	10:00	JOHN NN. COPPER	156	1	93	
10/10/50	10:00	MARY OO. BRASS	157	1	90	
10/10/50	10:00	ROBERT PP. STEEL	158	1	101	
10/10/50	10:00	ANNE QQ. IRON	159	1	97	
10/10/50	10:00	CHARLES RR. ZINC	160	1	87	
10/10/50	10:00	JOHN SS. COPPER	161	1	94	
10/10/50	10:00	MARY TT. BRASS	162	1	91	
10/10/50	10:00	ROBERT UU. STEEL	163	1	102	
10/10/50	10:00	ANNE VV. IRON	164	1	98	
10/10/50	10:00	CHARLES WW. ZINC	165	1	88	
10/10/50	10:00	JOHN XX. COPPER	166	1	95	
10/10/50	10:00	MARY YY. BRASS	167	1	92	
10/10/50	10:00	ROBERT ZZ. STEEL	168	1	103	
10/10/50	10:00	ANNE AA. IRON	169	1	99	
10/10/50	10:00	CHARLES BB. ZINC	170	1	89	
10/10/50	10:00	JOHN CC. COPPER	171	1	96	
10/10/50	10:00	MARY DD. BRASS	172	1	93	
10/10/50	10:00	ROBERT EE. STEEL	173	1	104	
10/10/50	10:00	ANNE FF. IRON	174	1	100	
10/10/50	10:00	CHARLES GG. ZINC	175	1	90	
10/10/50	10:00	JOHN HH. COPPER	176	1	97	
10/10/50	10:00	MARY II. BRASS	177	1	94	
10/10/50	10:00	ROBERT JJ. STEEL	178	1	105	
10/10/50	10:00	ANNE KK. IRON	179	1	101	
10/10/50	10:00	CHARLES LL. ZINC	180	1	91	
10/10/50	10:00	JOHN MM. COPPER	181	1	98	
10/10/50	10:00	MARY NN. BRASS	182	1	95	
10/10/50	10:00	ROBERT OO. STEEL	183	1	106	
10/10/50	10:00	ANNE PP. IRON	184	1	102	
10/10/50	10:00	CHARLES QQ. ZINC	185	1	92	
10/10/50	10:00	JOHN RR. COPPER	186	1	99	
10/10/50	10:00	MARY SS. BRASS	187	1	96	
10/10/50	10:00	ROBERT TT. STEEL	188	1	107	
10/10/50	10:00	ANNE UU. IRON	189	1	103	
10/10/50	10:00	CHARLES VV. ZINC	190	1	93	
10/10/50	10:00	JOHN WW. COPPER	191	1	100	
10/10/50	10:00	MARY XX. BRASS	192	1	97	
10/10/50	10:00	ROBERT YY. STEEL	193	1	108	
10/10/50	10:00	ANNE ZZ. IRON	194	1	104	
10/10/50	10:00	CHARLES AA. ZINC	195	1	94	
10/10/50	10:00	JOHN BB. COPPER	196	1	101	
10/10/50	10:00	MARY CC. BRASS	197	1	98	
10/10/50	10:00	ROBERT DD. STEEL	198	1	109	
10/10/50	10:00	ANNE EE. IRON	199	1	105	
10/10/50	10:00	CHARLES FF. ZINC	200	1	95	

GRAPHIC SCALE

GRAPHIC SCALE
(30 FEET)
1 inch = 300 ft

[illegible]

**FIFTH SUPPLEMENTAL ARCHITECTURAL GUIDELINES
FOR PHASE IV-C OF COUNTRY WALK**

THESE FIFTH SUPPLEMENTAL ARCHITECTURAL GUIDELINES are made on the date hereinafter set forth, by CESI CORP., a Florida corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer has previously submitted certain property to the provisions of that certain "Declaration of Covenants, Conditions and Restrictions for Country Walk" (the "Declaration"), which Declaration was recorded in the Public Records of Pickens County, South Carolina in Deed Book 273 at Page 303, and which Declaration created the community of "Country Walk,"

WHEREAS, together with the Declaration, Developer recorded in those same Public Records the initial architectural guidelines for Country Walk (the "Architectural Guidelines");

WHEREAS, Developer subsequently submitted additional real property located in Pickens County, South Carolina (the "Supplemental Property"), to Country Walk by recording that certain "Supplemental Declaration of Covenants and Restrictions for Phase II of Country Walk" (the "Supplemental Declaration") in the Public Records of Pickens County, South Carolina in Deed Book 345 at Page 299;

WHEREAS, Developer further submitted the Supplemental Property to those certain "Supplemental Architectural Guidelines", which were recorded in the Public Records of Pickens County, South Carolina in Deed Book 345 at Page 295;

WHEREAS, Developer subsequently submitted additional real property located in Pickens County, South Carolina (the "Second Supplemental Property"), to Country Walk by recording that certain "Second Supplemental Declaration of Covenants and Restrictions for Phase III-A of Country Walk" (the "Second Supplemental Declaration") in the Public Records of Pickens County, South Carolina in Deed Book 474 at Page 343;

WHEREAS, Developer further submitted the Second Supplemental Property to those certain "Second Supplemental Architectural Guidelines", which were recorded in the Public Records of Pickens County, South Carolina in Deed Book 474 at Page 349;

WHEREAS, Developer subsequently submitted additional real property located in Pickens County, South Carolina (the "Third Supplemental Property"), to Country Walk by recording that certain "Third Supplemental Declaration of Covenants and Restrictions for Phase IV-A of Country Walk" (the "Third Supplemental Declaration") in the Public Records of Pickens County, South Carolina in Deed Book 493 at Page 114;

WHEREAS, Developer further submitted the Third Supplemental Property to those certain "Third Supplemental Architectural Guidelines", which were recorded in the Public Records of Pickens County, South Carolina in Deed Book 493 at Page 117;

000006453 04/11/2001 12:21:16PM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$11.00

WHEREAS, Developer subsequently submitted additional real property located in Pickens County, South Carolina (the "Fourth Supplemental Property"), to Country Walk by recording that certain "Fourth Supplemental Declaration of Covenants and Restrictions for Phase IV-B of Country Walk" (the "Fourth Supplemental Declaration") in the Public Records of Pickens County, South Carolina in Deed Book 528 at Page 112;

WHEREAS, Developer further submitted the Fourth Supplemental Property to those certain "Fourth Supplemental Architectural Guidelines", which were recorded in the Public Records of Pickens County, South Carolina in Deed Book 528 at Page 112;

WHEREAS, Developer is the owner of the real property located in Pickens County, South Carolina, and described in Exhibit "A" attached to and made a part of these Fifth Supplemental Architectural Guidelines and, simultaneously herewith, Developer has added such property (the "Fifth Supplemental Property") to Country Walk by the recording of that certain "Fifth Supplemental Declaration" of even date herewith, with the intent that the Fifth Supplemental Property be subject to the provisions of the Declaration, the Supplemental Declaration, the Second Supplemental Declaration, the Third Supplemental Declaration, and the Fourth Supplemental Declaration, and this Fifth Supplemental Declaration as well as to the provisions of the Architectural Guidelines, the Supplemental Architectural Guidelines, the Second Supplemental Architectural Guidelines, the Third Supplemental Architectural Guidelines, the Fourth Supplemental Architectural Guidelines and these Fifth Supplemental Architectural Guidelines;

NOW, THEREFORE, Developer hereby declares that all of the Fifth Supplemental Property shall be held, sold and conveyed subject to the provisions of the Declaration, to the provisions of the Supplemental Declaration, to the provisions of the Second Supplemental Declaration, to the provisions of the Third Supplemental Declaration, to the provisions of the Fourth Supplemental Declaration, to the provisions of the Fifth Supplemental Declarations, to the provisions of the Architectural Guidelines, to the provisions of the Supplemental Architectural Guidelines, to the provisions of the Second Supplemental Architectural Guidelines, to the provisions of the Third Supplemental Architectural Guidelines and to the provisions of the Fourth Supplemental Architectural Guidelines and to the provisions of these Fifth Supplemental Architectural Guidelines all of which are for the purpose of protecting the value and desirability of, and which shall run with, the Fifth Supplemental Property and be binding on all parties having any right, title or interest in the Fifth Supplemental Property or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Fifth Supplemental Property.

PARAGRAPH A. DEFINITIONS. All terms, unless otherwise defined herein, shall have the definitions given them in the Declaration.

PARAGRAPH B. EXTERIOR MATERIALS AND COLORS. For the Fifth Supplemental Property, the provisions of this Paragraph B shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of the section of the Architectural Guidelines entitled "Design Building Guidelines, Exterior Materials and Colors."

Exterior artificial, simulated or imitation materials shall not be permitted without the approval of the ACC. It is specifically understood and agreed that all houses constructed shall be basically all brick on all sides, with minor exceptions for aesthetic purposes, and the use of any materials other than brick for exterior will require specific written approval.

The use of the following items are appropriate:

- a) Masonry Brick, ceramic, stone, all to be approved by the ACC.
- b) Metals Factory finished in durable anodized or baked-on enamel, wrought iron or copper.
- c) Stucco Shall not be used except in small areas and only then with express written approval of the ACC.
- d) Wood Timbers, boards, tongue and groove, wood siding, rough sawn lumber, wood shingles and shakes and beaded mahogany.
- e) Vinyl Lap or beaded with a minimum panel thickness of .044 mills may be used in connection with the fascia, eaves and exposed porch ceilings and for certain gable end construction, but only after specific approval of the ACC.

All exterior elevation materials are to be predominantly brick, with all four sides to be the same materials unless approved by the ACC.

All siding specifications are to be approved by the ACC and used as accent or special purpose materials only.

Enhancement of the exterior by the use of vinyl, stone or wood is strongly encouraged.

The color of exterior materials must be generally subdued to enhance the colors of the natural landscape. Earthtones, generally muted, are recommended although occasionally accent colors may be used with restraint.

PARAGRAPH C. FOUNDATION AND FRAMING. For the Fifth Supplemental property, the provisions of this Paragraph C shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of the section of the Architectural Guidelines entitled "Design Building Guidelines, Foundation and Framing."

Crawl space foundations are acceptable. Slab construction may be allowed, but only with specific written approval of the ACC.

All foundations shall be fully enclosed with brick or stone. Exposed cement block or coated cement block is not permitted.

First floor ceiling height of 9 feet is mandatory.

PARAGRAPH D. EFFECTIVE DATE. This instrument shall become effective upon its recordation in the Public Records of Pickens County, South Carolina.

IN WITNESS HEREOF, the undersigned, being the Developer, has hereunto set its hand and seal this 16th day of March, 2001.

ATTEST:

CK Cheezem
Secretary

CESI CORP.

By: Charles K. Cheezem
Charles K. Cheezem, President

STATE OF SOUTH CAROLINA)
) SS:
COUNTY OF PICKENS)

Bryder - Witness
Freda W. Webb -

The foregoing instrument was acknowledged before me this 16th day of March, 2001, by Charles K. Cheezem and CK Cheezem, President and Secretary, respectively, of CESI CORP., a Florida corporation, who are personally known to me or who have produced drivers' licenses as identification and who executed the foregoing instrument on behalf of the corporation.

Name: Terry H. Humph
Notary Public, State of South Carolina
My Commission expires: June 10, 2008

Bryder - witness
Freda Webb - Witness



**FOURTH SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PHASE IV-B OF COUNTRY WALK**

THIS FOURTH SUPPLEMENTAL DECLARATION, is made on the date hereinafter set forth, by CESI CORP., a Florida corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer previously submitted certain property to the provisions of that certain "Declaration of Covenants, Conditions and Restrictions for Country Walk" (the "Declaration"), which Declaration was recorded in the Public Records of Pickens County, South Carolina in Deed Book 273 at Page 303, and which Declaration created the community of "Country Walk;"

WHEREAS, Developer subsequently submitted, by "Supplemental Declaration of Covenants, Conditions and Restrictions for Phase II of Country Walk" as recorded in the Public Records of Pickens County, South Carolina in Deed Book 345 at Page 299 (the "Supplemental Declaration"), the real property located in Pickens County, South Carolina, and described in Exhibit "A" attached thereto such that the Supplemental Property is subject to the provisions of both the Declaration and the Supplemental Declaration;

WHEREAS, Developer subsequently submitted, by "Second Supplemental Declaration of Covenants, Conditions and Restrictions for Phase III-A of Country Walk" as recorded in the Public Records of Pickens County, South Carolina in Deed Book 474 at Page 343 (the "Second Supplemental Declaration"), the real property located in Pickens County, South Carolina, and described in Exhibit "1" attached thereto such that the Second Supplemental Property is subject to the provisions of the Declaration, the Supplemental Declaration, and the Second Supplemental Declaration;

WHEREAS, Developer subsequently submitted, by "Third Supplemental Declaration of Covenants, Conditions and Restrictions for Phase IV-A of Country Walk" as recorded in the Public Records of Pickens County, South Carolina in Deed Book 493 at Page 114 (the "Third Supplemental Declaration"), the real property located in Pickens County, South Carolina, and described in Exhibit "1" attached thereto such that the Third Supplemental Property is subject to the provisions of the Declaration, the Supplemental Declaration, and the Third Supplemental Declaration;

WHEREAS, Developer is the owner of the real property located in Pickens County, South Carolina, and described in Exhibit "A" attached hereto and made a part of this Fourth Supplemental Declaration and desires to add such real property (the "Fourth Supplemental Property") to Country Walk, such that the Fourth Supplemental Property is subject to the provisions of the Declaration, the Supplemental Declaration, the Second Supplemental Declaration, and the Third Supplemental Declaration, and this Fourth Supplemental Declaration;

000001890 02/02/2000 02:08:28PM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$13.00

WHEREAS, as of the date of this Fourth Supplemental Declaration, Developer is filing of record in Pickens County, South Carolina, a plat which covers a portion of the Fourth Supplemental Property, being that certain plat recorded December 6, 1999 in Plat Book 372 at Pages 15 & 16 (the "Initial Plat for the Fourth Supplemental Property");

NOW, THEREFORE, Developer hereby declares that all of the Fourth Supplemental Property shall be held, sold and conveyed subject to the provisions of the Declaration, to the provisions of the Supplemental Declaration, to the provisions of the Second Supplemental Declaration, and to the provisions of the Third Supplemental Declaration and to the provisions of this Fourth Supplemental Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Fourth Supplemental Property and be binding on all parties having any right, title or interest in the Fourth Supplemental Property or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Fourth Supplemental Property.

PARAGRAPH A. DEFINITIONS. All terms, unless otherwise defined herein, shall have the definitions given them in the Declaration.

PARAGRAPH B. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION. For the Fourth Supplemental Property, the provisions of this Paragraph B shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of Article III of the Declaration.

An Owner may purchase a portion of a Lot (a "fractional Lot") if that Owner owns the adjoining Lot and enters into an agreement, in recordable form and in form and content acceptable to the Association, specifying a unity of title between the fractional Lot and such adjoining Lot. In such case, for all purposes hereunder, including, without limitation, membership and voting rights in the Association, such Owner shall be deemed to own one Lot and shall be assessed as though owning one Lot.

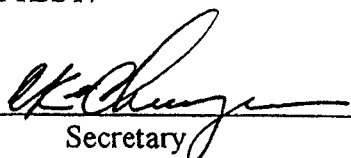
Any Owner owning one Lot and a fractional Lot shall be subject to all restrictions governing construction of a home on the Lot and shall, for all other intents and purposes, be treated as owning one Lot. Only one home may be constructed by such Owner.

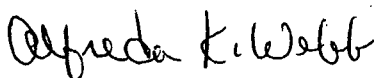
In the event that an Owner owns two adjoining Lots and elects to construct one home on such Lots, then such Owner shall, at that Owner's option, notify the Association that he or she elects either to (1) treat such Lots as two separate Lots, in which case the home shall be built on one of such Lots as though the Owner did not own the adjacent Lot and the Owner shall be treated for all purposes hereunder as owning two Lots, or (2) treat such Lots as one Lot, in which case such Owner will be treated for all purposes hereunder as owning one Lot and in which case such Owner shall enter into an agreement, in form and content acceptable to the Association, specifying a unity of title between the two Lots. In the event that the Owner elects to treat such Lots as one Lot, then only one home may be constructed by the Owner on such Lots.

PARAGRAPH C. EFFECTIVE DATE. This Fourth Supplemental declaration shall become effective upon its recordation in the Public Records of Pickens County, South Carolina.


IN WITNESS HEREOF, the undersigned, being the Developer, has hereunto set its hand and seal this 20th day of January, 2000.

ATTEST:


Secretary

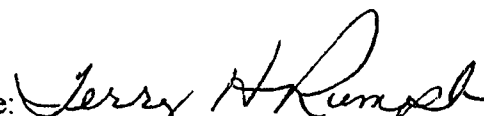


CESI CORP.

By: 
Charles K. Cheezem, President

STATE OF SOUTH CAROLINA)
) SS:
COUNTY OF PICKENS)

The foregoing instrument was acknowledged before me this 20th day of January, 2000, by Charles K. Cheezem and C.K. Cheezem, President and Secretary, respectively, of CESI CORP., a Florida corporation, who are personally known to me or who have produced drivers' licenses as identification and who executed the foregoing instrument on behalf of the corporation.

Name: 
Notary Public, State of South Carolina
My Commission expires:
My Commission Expires June 10, 2003



**FOURTH SUPPLEMENTAL ARCHITECTURAL GUIDELINES
FOR PHASE IV-B OF COUNTRY WALK**

THESE FOURTH SUPPLEMENTAL ARCHITECTURAL GUIDELINES are made on the date hereinafter set forth, by CESI CORP., a Florida corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer has previously submitted certain property to the provisions of that certain "Declaration of Covenants, Conditions and Restrictions for Country Walk" (the "Declaration"), which Declaration was recorded in the Public Records of Pickens County, South Carolina in Deed Book 273 at Page 303, and which Declaration created the community of "Country Walk;"

WHEREAS, together with the Declaration, Developer recorded in those same Public Records the initial architectural guidelines for Country Walk (the "Architectural Guidelines");

WHEREAS, Developer subsequently submitted additional real property located in Pickens County, South Carolina (the "Supplemental Property"), to Country Walk by recording that certain "Supplemental Declaration of Covenants and Restrictions for Phase II of Country Walk" (the "Supplemental Declaration") in the Public Records of Pickens County, South Carolina in Deed Book 345 at Page 299;

WHEREAS, Developer further submitted the Supplemental Property to those certain "Supplemental Architectural Guidelines", which were recorded in the Public Records of Pickens County, South Carolina in Deed Book 345 at Page 295;

WHEREAS, Developer subsequently submitted additional real property located in Pickens County, South Carolina (the "Second Supplemental Property"), to Country Walk by recording that certain "Second Supplemental Declaration of Covenants and Restrictions for Phase III-A of Country Walk" (the "Second Supplemental Declaration") in the Public Records of Pickens County, South Carolina in Deed Book 474 at Page 343;

WHEREAS, Developer further submitted the Second Supplemental Property to those certain "Second Supplemental Architectural Guidelines", which were recorded in the Public Records of Pickens County, South Carolina in Deed Book 474 at Page 349;

WHEREAS, Developer subsequently submitted additional real property located in Pickens County, South Carolina (the "Third Supplemental Property"), to Country Walk by recording that certain "Third Supplemental Declaration of Covenants and Restrictions for Phase IV-A of Country Walk" (the "Third Supplemental Declaration") in the Public Records of Pickens County, South Carolina in Deed Book 493 at Page 114;

WHEREAS, Developer further submitted the Third Supplemental Property to those certain "Third Supplemental Architectural Guidelines", which were recorded in the Public Records of Pickens County, South Carolina in Deed Book 493 at Page 117;

WHEREAS, Developer is the owner of the real property located in Pickens County,

South Carolina, and described in Exhibit "A" attached to and made a part of these Fourth Supplemental Architectural Guidelines and, simultaneously herewith, Developer has added such property (the "Fourth Supplemental Property") to Country Walk by the recording of that certain "Fourth Supplemental Declaration" of even date herewith, with the intent that the Fourth Supplemental Property be subject to the provisions of the Declaration, the Supplemental Declaration, the Second Supplemental Declaration, the Third Supplemental Declaration, and the Fourth Supplemental Declaration as well as to the provisions of the Architectural Guidelines, the Supplemental Architectural Guidelines, the Second Supplemental Architectural Guidelines, the Third Supplemental Architectural Guidelines and these Fourth Supplemental Architectural Guidelines;

NOW, THEREFORE, Developer hereby declares that all of the Fourth Supplemental Property shall be held, sold and conveyed subject to the provisions of the Declaration, to the provisions of the Supplemental Declaration, to the provisions of the Second Supplemental Declaration, to the provisions of the Third Supplemental Declaration, to the provisions of the Fourth Supplemental Declaration, to the provisions of the Architectural Guidelines, to the provisions of the Supplemental Architectural Guidelines, to the provisions of the Second Supplemental Architectural Guidelines, to the provisions of the Third Supplemental Architectural Guidelines and to the provisions of these Fourth Supplemental Architectural Guidelines all of which are for the purpose of protecting the value and desirability of, and which shall run with, the Fourth Supplemental Property and be binding on all parties having any right, title or interest in the Fourth Supplemental Property or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Fourth Supplemental Property.

PARAGRAPH A. DEFINITIONS. All terms, unless otherwise defined herein, shall have the definitions given them in the Declaration.

PARAGRAPH B. EXTERIOR MATERIALS AND COLORS. For the Fourth Supplemental Property, the provisions of this Paragraph B shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of the section of the Architectural Guidelines entitled "Design Building Guidelines, Exterior Materials and Colors."

Exterior artificial, simulated or imitation materials shall not be permitted without the approval of the ACC. It is specifically understood and agreed that all houses constructed shall be basically all brick on all sides, with minor exceptions for aesthetic purposes, and the use of any materials other than brick for exterior will require specific written approval.

The use of the following items are appropriate:

- | | | |
|----|---------|---|
| a) | Masonry | Brick, ceramic, stone, all to be approved by the ACC. |
| b) | Metals | Factory finished in durable anodized or baked-on enamel, wrought iron or copper. |
| c) | Stucco | Shall not be used except in small areas and only then with express written approval of the ACC. |
| d) | Wood | Timbers, boards, tongue and groove, wood siding, rough sawn lumber, wood shingles and shakes and beaded mahogany. |
| e) | Vinyl | Lap or beaded with a minimum panel thickness of .044 mills may be used in connection with the fascia, eaves and exposed porch ceilings and for certain gable end construction, but only after specific approval of the ACC. |

All exterior elevation materials are to be predominantly brick, with all four sides to be the same materials unless approved by the ACC.

All siding specifications are to be approved by the ACC and used as accent or special purpose materials only.

Enhancement of the exterior by the use of vinyl, stone or wood is strongly encouraged.

The color of exterior materials must be generally subdued to enhance the colors of the natural landscape. Earthtones, generally muted, are recommended although occasionally accent colors may be used with restraint.

PARAGRAPH C. FOUNDATION AND FRAMING. For the Fourth Supplemental Property, the provisions of this Paragraph C shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of the section of the Architectural Guidelines entitled "Design Building Guidelines, Foundation and Framing."

Crawl space foundations are acceptable. Slab construction may be allowed, but only with specific written approval of the ACC.

All foundations shall be fully enclosed with brick or stone. Exposed cement block or coated cement block is not permitted.

First floor ceiling height of 9 feet is mandatory.

PARAGRAPH D. EFFECTIVE DATE. This instrument shall become effective upon its recordation in the Public Records of Pickens County, South Carolina.

IN WITNESS HEREOF, the undersigned, being the Developer, has hereunto set its hand and seal this 20th day of January, 2000.

ATTEST:

Charles K. Cheezem
Secretary

Debra K. Webb
STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS) SS:

CESI CORP.

By: Charles K. Cheezem
Charles K. Cheezem, President

The foregoing instrument was acknowledged before me this 20th day of January, 2000, by Charles K. Cheezem and C.K. Cheezem, President and Secretary, respectively, of CESI CORP., a Florida corporation, who are personally known to me or who have produced drivers' licenses as identification and who executed the foregoing instrument on behalf of the corporation.

Name: Terry H. Hunsb
Notary Public, State of South Carolina
My Commission expires:
My Commission Expires June 10, 2000

Front:c/PHASE 4/ IV-B Arch Guidelines

000014639 07/08/1999 10:39:06AM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$10.00

6/30/90

**THIRD SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PHASE IV-A OF COUNTRY WALK**

THIS SECOND SUPPLEMENTAL DECLARATION, is made on the date hereinafter set forth, by CESI CORP., a Florida corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer previously submitted certain property to the provisions of that certain "Declaration of Covenants, Conditions and Restrictions for Country Walk" (the "Declaration"), which Declaration was recorded in the Public Records of Pickens County, South Carolina in Deed Book 273 at Page 303, and which Declaration created the community of "Country Walk,"

WHEREAS, Developer subsequently submitted, by "Supplemental Declaration of Covenants, Conditions and Restrictions for Phase II of Country Walk" as recorded in the Public Records of Pickens County, South Carolina in Deed Book 345 at Page 295 (the "Supplemental Declaration"), the real property located in Pickens County, South Carolina, and described in Exhibit "A" attached thereto such that the Supplemental Property is subject to the provisions of both the Declaration and the Supplemental Declaration;

WHEREAS, Developer subsequently submitted, by "Second Supplemental Declaration of Covenants, Conditions and Restrictions for Phase III-A of Country Walk" as recorded in the Public Records of Pickens County, South Carolina in Deed Book 474 at Page 343 (the "Second Supplemental Declaration"), the real property located in Pickens County, South Carolina, and described in Exhibit "1" attached thereto such that the Second Supplemental Property is subject to the provisions of the Declaration, the Supplemental Declaration, and the Second Supplemental Declaration;

WHEREAS, Developer is the owner of the real property located in Pickens County, South Carolina, and described in Exhibit "A" attached hereto and made a part of this Third Supplemental Declaration and desires to add such real property (the "Third Supplemental Property") to Country Walk, such that the Third Supplemental Property is subject to the provisions of the Declaration, the Supplemental Declaration, the Second Supplemental Declaration, and this Third Supplemental Declaration;

WHEREAS, as of the date of this Third Supplemental Declaration, Developer is filing of record in Pickens County, South Carolina, a plat which covers a portion of the Third Supplemental Property, being that certain plat recorded July 7, 1999 in Plat Book

NOW, THEREFORE, Developer hereby declares that all of the Third Supplemental Property shall be held, sold and conveyed subject to the provisions of the Declaration, to the provisions of the Supplemental Declaration, to the provisions of the Second Supplemental Declaration, and to the provisions of this Third Supplemental Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Third Supplemental Property and be binding on all parties having any right, title or interest in the Third Supplemental Property or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Third Supplemental Property.

PARAGRAPH A. DEFINITIONS. All terms, unless otherwise defined herein, shall have the definitions given them in the Declaration.

PARAGRAPH B. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION. For the Third Supplemental Property, the provisions of this Paragraph B shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of Article III of the Declaration.

An Owner may purchase a portion of a Lot (a "fractional Lot") if that Owner owns the adjoining Lot and enters into an agreement, in recordable form and in form and content acceptable to the Association, specifying a unity of title between the fractional Lot and such adjoining Lot. In such case, for all purposes hereunder, including, without limitation, membership and voting rights in the Association, such Owner shall be deemed to own one Lot and shall be assessed as though owning one Lot.

Any Owner owning one Lot and a fractional Lot shall be subject to all restrictions governing construction of a home on the Lot and shall, for all other intents and purposes, be treated as owning one Lot. Only one home may be constructed by such Owner.

In the event that an Owner owns two adjoining Lots and elects to construct one home on such Lots, then such Owner shall, at that Owner's option, notify the Association that he or she elects either to (1) treat such Lots as two separate Lots, in which case the home shall be built on one of such Lots as though the Owner did not own the adjacent Lot and the Owner shall be treated for all purposes hereunder as owning two Lots, or (2) treat such Lots as one Lot, in which case such Owner will be treated for all purposes hereunder as owning one Lot and in which case such Owner shall enter into an agreement, in form and content acceptable to the Association, specifying a unity of title between the two Lots. In the event that the Owner elects to treat such Lots as one Lot, then only one home may be constructed by the Owner on such Lots.

PARAGRAPH C. EFFECTIVE DATE. This Third Supplemental Declaration shall become effective upon its recordation in the Public Records of Pickens County, South Carolina.

IN WITNESS HEREOF, the undersigned, being the Developer, has hereunto set its hand and seal this 7th day of July, 1999.

ATTEST:

Secretary

[Signature]

President

CESI CORP

By:

Charles K. Cheezem,

[Signature]

STATE OF SOUTH CAROLINA)
) SS:
COUNTY OF PICKENS)

The foregoing instrument was acknowledged before me this 7th day of July, 1999, by Charles K. Cheezem and C.K. Cheezem, President and Secretary, respectively, of CESI CORP., a Florida corporation, who are personally known to me or who have produced drivers' licenses as identification and who executed the foregoing instrument on behalf of the corporation.

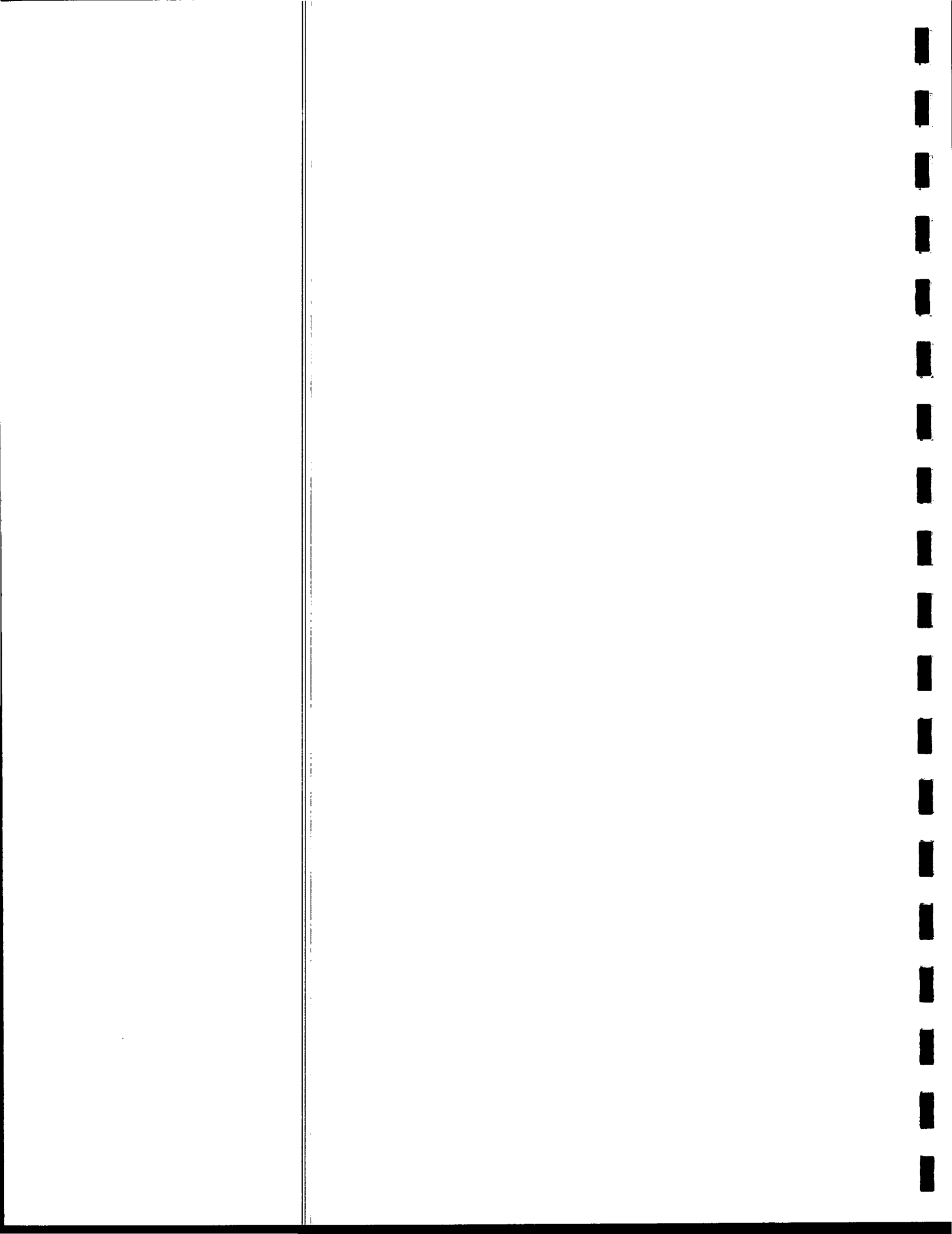
Name:

Notary Public, State of South Carolina

My Commission expires:

My Commission Expires June 10, 2009

[Signature]



THIRD SUPPLEMENTAL ARCHITECTURAL GUIDELINES FOR PHASE IV-A OF COUNTRY WALK

THESE THIRD SUPPLEMENTAL ARCHITECTURAL GUIDELINES are made on the date hereinafter set forth, by CESI CORP., a Florida corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer has previously submitted certain property to the provisions of that certain "Declaration of Covenants, Conditions and Restrictions for Country Walk" (the "Declaration"), which Declaration was recorded in the Public Records of Pickens County, South Carolina in Deed Book 273 at Page 303, and which Declaration created the community of "Country Walk;"

WHEREAS, together with the Declaration, Developer recorded in those same Public Records the initial architectural guidelines for Country Walk (the "Architectural Guidelines");

WHEREAS, Developer subsequently submitted additional real property located in Pickens County, South Carolina (the "Supplemental Property"), to Country Walk by recording that certain "Supplemental Declaration of Covenants and Restrictions for Phase II of Country Walk" (the "Supplemental Declaration") in the Public Records of Pickens County, South Carolina in Deed Book 345 at Page 295;

WHEREAS, Developer further submitted the Supplemental Property to those certain "Supplemental Architectural Guidelines", which were recorded in the Public Records of Pickens County, South Carolina in Deed Book 353 at Page 8;

WHEREAS, Developer subsequently submitted additional real property located in Pickens County, South Carolina (the "Second Supplemental Property"), to Country Walk by recording that certain "Second Supplemental Declaration of Covenants and Restrictions for Phase III-A of Country Walk" (the "Second Supplemental Declaration") in the Public Records of Pickens County, South Carolina in Deed Book 474 at Page 343;

WHEREAS, Developer further submitted the Second Supplemental Property to those certain "Second Supplemental Architectural Guidelines", which were recorded in the Public Records of Pickens County, South Carolina in Deed Book 474 at Page 346;

WHEREAS, Developer is the owner of the real property located in Pickens County, South Carolina, and described in Exhibit "A" attached to and made a part of these Third Supplemental Architectural Guidelines and, simultaneously herewith, Developer has added such property (the "Third Supplemental Property") to Country Walk by the recording of that certain "Third Supplemental Declaration" of even date herewith, with the intent that the Third Supplemental Property be subject to the provisions of the Declaration, the Supplemental Declaration, the Second Supplemental Declaration, and the Third Supplemental Declaration as well as to the provisions of the Architectural Guidelines, the Supplemental Architectural Guidelines, the Second Supplemental Architectural Guidelines' and these Third Supplemental;

000014640 07/08/1999 10:39:19AM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$10.00

NOW, THEREFORE, Developer hereby declares that all of the Third Supplemental Property shall be held, sold and conveyed subject to the provisions of the Declaration, to the provisions of the Supplemental Declaration, to the provisions of the Second Supplemental Declaration, to the provisions of the Third Supplemental Declaration, to the provisions of the Architectural Guidelines, to the provisions of the Supplemental Architectural Guidelines, to the provisions of the Second Supplemental Architectural Guidelines, and to the provisions of these Third Supplemental Architectural Guidelines all of which are for the purpose of protecting the value and desirability of, and which shall run with, the Third Supplemental Property and be binding on all parties having any right, title or interest in the Third Supplemental Property or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Third Supplemental Property.

PARAGRAPH A. DEFINITIONS. All terms, unless otherwise defined herein, shall have the definitions given them in the Declaration.

PARAGRAPH B. EXTERIOR MATERIALS AND COLORS. For the Third Supplemental Property, the provisions of this Paragraph B shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of the section of the Architectural Guidelines entitled "Design Building Guidelines, Exterior Materials and Colors."

Exterior artificial, simulated or imitation materials shall not be permitted without the approval of the ACC. It is specifically understood and agreed that all houses constructed shall be basically all brick on all sides, with minor exceptions for aesthetic purposes, and the use of any materials other than brick for exterior will require specific written approval.

The use of the following items are appropriate:

- | | | |
|----|---------|---|
| a) | Masonry | Brick, ceramic, stone, all to be approved by the ACC. |
| b) | Metals | Factory finished in durable anodized or baked-on enamel, wrought iron or copper. |
| c) | Stucco | Shall not be used except in small areas and only then with express written approval of the ACC. |
| d) | Wood | Timbers, boards, tongue and groove, wood siding, rough sawn lumber, wood shingles and shakes and beaded mahogany. |
| e) | Vinyl | Lap or beaded with a minimum panel thickness of .044 mills may be used in connection with the fascia, eaves and exposed porch ceilings and for certain gable end construction, but only after specific approval of the ACC. |

All exterior elevation materials are to be predominantly brick, with all four sides to be the same materials unless approved by the ACC.

All siding specifications are to be approved by the ACC and used as accent or special purpose materials only.

Enhancement of the exterior by the use of vinyl, stone or wood is strongly encouraged.

The color of exterior materials must be generally subdued to enhance the colors of the natural landscape. Earthtones, generally muted, are recommended although occasionally accent

colors may be used with restraint.

PARAGRAPH C. FOUNDATION AND FRAMING. For the Third Supplemental Property, the provisions of this Paragraph C shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of the section of the Architectural Guidelines entitled "Design Building Guidelines, Foundation and Framing."

Crawl space foundations are acceptable. Slab construction may be allowed, but only with specific written approval of the ACC.

All foundations shall be fully enclosed with brick or stone. Exposed cement block or coated cement block is not permitted.

First floor ceiling height of 9 feet is mandatory.

PARAGRAPH D. EFFECTIVE DATE. This instrument shall become effective upon its recordation in the Public Records of Pickens County, South Carolina.

IN WITNESS HEREOF, the undersigned, being the Developer, has hereunto set its hand and seal this 7th day of July, 1999.

ATTEST:


Secretary


STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

) SS:

CESI CORP.

By: 

Charles K. Cheezem,
President

The foregoing instrument was acknowledged before me this 7th day of July, 1999, by Charles K. Cheezem and C.K. Cheezem, President and Secretary, respectively, of CESI CORP., a Florida corporation, who are personally known to me or who have produced drivers' licenses as identification and who executed the foregoing instrument on behalf of the corporation.

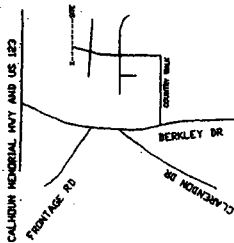
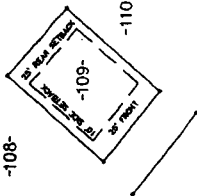
Name: 

Notary Public, State of South Carolina

My Commission expires:

My Commission Expires June 10, 2008

Grid North (ref SCGS CONTROL MONUMENT 37-039 LOCATED AT
HWY 123 & ISSAQUEENA TRAIL BRIDGE
Also ref Top Sheet D20-11-020E



5:1:0.H

Property and areas shown subject to any and all rights-of-way, easements, and restrictions that may exist on record or on the ground.

There is a 5' Driveway and Utility Easement each side of all interior lot and
division lines and a 10' inside all outside boundary lines, except where noted otherwise.
100 year flood information taken from FIRM COMMUNITY PANEL NUMBER 45023A 0002 C
revised March 02, 1993

[illegible]

Legend:
 EIP / IFS = Iron Pin Found, NIP / IFS = Iron Pin Set
 RFR = Railroad Spike, N/C = Nod & Cap, P/K = P/K Nod
 UP = Utility pole, LP = Light Pole, WM = Water Meter
 MH = Manhole, SD = Storm Drain, UB = Utility Box

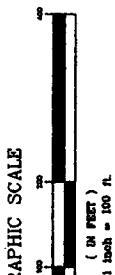
I hereby certify that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Uniform Standards Manual for the Practice of Land Surveying in South Carolina, and neither exceeds the requirements for a Class "B" survey as specified nor is the property subject to any easements or restrictions on record.

City of Clemson Final
Subdivision Approval
by Planning Commission
Chairman *[Signature]*
Date: 7/7/99

ORIGINAL DOCUMENT

Lots 139-143, 146-150
COUNTRY WALK
PICKENS COUNTY, SOUTH CAROLINA
CITY OF CLEMSON APRIL 22, 1999
Job # DWG20-CW
Scale 1" = 100'

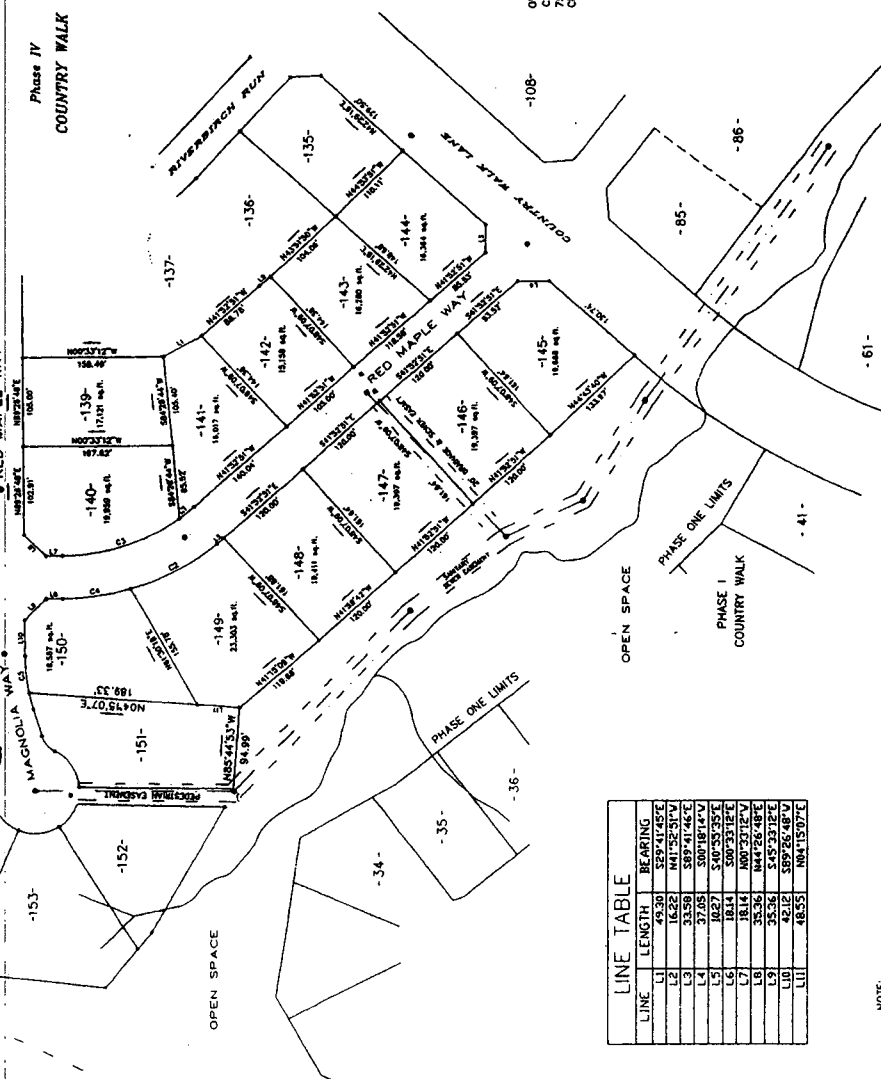
JOHN R LONG & ASSOCIATES
Registered Land Surveyors
PO BOX 394
Oxford, NC 27433
Phone & Fax 864-434-5033
SURVEYING - GPS CONTROL - PLANNING

ORIGINAL
DOCUMENT

NOTE: OWNER & DEVELOPER - CESH CORPORATION
751 BERKLEY DR
CLEWSON, SC 29631
REF DEED BOOK 345 Pgs 295-301 FOR
DEED RESTRICTIONS AND COVENANTS

Phase IV

COUNTRY WALK



LINE TABLE		
LINE	LENGTH	BEARING
L1	49.30	S29°41'45"E
L2	16.22	N41°52'31"W
L3	33.58	S89°41'46"E
L4	37.05	S00°18'14"W
L5	10.27	S40°55'35"E
L6	18.14	S00°33'12"E
L7	18.14	N00°33'12"E
L8	35.36	N44°26'48"E
L9	35.36	S45°33'12"E
L10	42.12	S89°26'48"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	49.30	S29°41'45"E
L2	16.22	N41°52'31"W
L3	33.58	S89°41'46"E
L4	37.05	S00°18'14"W
L5	10.27	S40°55'35"E
L6	18.14	S00°33'12"E
L7	18.14	N00°33'12"E
L8	35.36	N44°26'48"E
L9	35.36	S45°33'12"E
L10	42.12	S89°26'48"W

✓
Randall M. Newton
Attorney at Law
Post Office Box 1508
Clemson, SC 29633-1508

2/9/99

000006094 03/24/1999 10:27:57AM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$10.00

**SECOND SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PHASE III-A OF COUNTRY WALK**

THIS SECOND SUPPLEMENTAL DECLARATION, is made on the date hereinafter set forth, by CESI CORP., a Florida corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer previously submitted certain property to the provisions of that certain "Declaration of Covenants, Conditions and Restrictions for Country Walk" (the "Declaration"), which Declaration was recorded in the Public Records of Pickens County, South Carolina in Deed Book 273 at Page 303, and which Declaration created the community of "Country Walk,"

WHEREAS, Developer subsequently submitted, by "Supplemental Declaration of Covenants, Conditions and Restrictions for Phase II of Country Walk" as recorded in the Public Records of Pickens County, South Carolina in Deed Book 345 at Page 295 (the "Supplemental Declaration"), the real property located in Pickens County, South Carolina, and described in Exhibit "A" attached thereto such that the Supplemental Property is subject to the provisions of both the Declaration and the Supplemental Declaration;

WHEREAS, Developer is the owner of the real property located in Pickens County, South Carolina, and described in Exhibit "I" attached hereto and made a part of this Second Supplemental Declaration and desires to add such real property (the "Second Supplemental Property") to Country Walk, such that the Second Supplemental Property is subject to the provisions of the Declaration, the Supplemental Declaration, and this Second Supplemental Declaration;

WHEREAS, as of the date of this Second Supplemental Declaration, Developer is filing of record in Pickens County, South Carolina, a plat which covers a portion of the Second Supplemental Property, being that certain plat recorded MAR. 9, 1999 in Plat Book 341 at Pages 1+2 (the "Initial Plat for the Second Supplemental Property");

NOW, THEREFORE, Developer hereby declares that all of the Second Supplemental Property shall be held, sold and conveyed subject to the provisions of the Declaration, to the provisions of the Supplemental Declaration, and to the provisions of this Second Supplemental Declaration, which are for the purpose of protecting the value and desirability of, and which shall

run with, the Second Supplemental Property and be binding on all parties having any right, title or interest in the Second Supplemental Property or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Second Supplemental Property.

PARAGRAPH A. DEFINITIONS. All terms, unless otherwise defined herein, shall have the definitions given them in the Declaration.

PARAGRAPH B. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION. For the Second Supplemental Property, the provisions of this Paragraph B shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of Article III of the Declaration.

An Owner may purchase a portion of a Lot (a "fractional Lot") if that Owner owns the adjoining Lot and enters into an agreement, in recordable form and in form and content acceptable to the Association, specifying a unity of title between the fractional Lot and such adjoining Lot. In such case, for all purposes hereunder, including, without limitation, membership and voting rights in the Association, such Owner shall be deemed to own one Lot and shall be assessed as though owning one Lot.

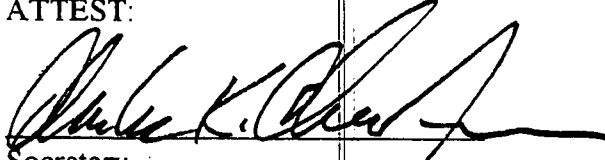
Any Owner owning one Lot and a fractional Lot shall be subject to all restrictions governing construction of a home on the Lot and shall, for all other intents and purposes, be treated as owning one Lot. Only one home may be constructed by such Owner.

In the event that an Owner owns two adjoining Lots and elects to construct one home on such Lots, then such Owner shall, at that Owner's option, notify the Association that he or she elects either to (1) treat such Lots as two separate Lots, in which case the home shall be built on one of such Lots as though the Owner did not own the adjacent Lot and the Owner shall be treated for all purposes hereunder as owning two Lots, or (2) treat such Lots as one Lot, in which case such Owner will be treated for all purposes hereunder as owning one Lot and in which case such Owner shall enter into an agreement, in form and content acceptable to the Association, specifying a unity of title between the two Lots. In the event that the Owner elects to treat such Lots as one Lot, then only one home may be constructed by the Owner on such Lots.

PARAGRAPH C. EFFECTIVE DATE. This Second Supplemental Declaration shall become effective upon its recordation in the Public Records of Pickens County, South Carolina.

IN WITNESS HEREOF, the undersigned, being the Developer, has hereunto set its hand and seal this 9th day of MARCH, 1999.

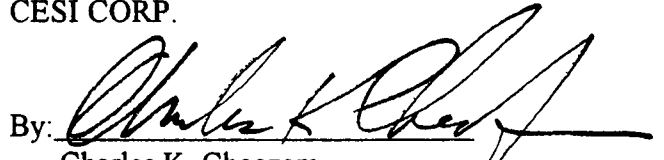
ATTEST:

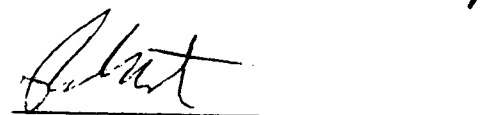

Secretary

WITNESSES:


Pamela L. Parker

CESI CORP.

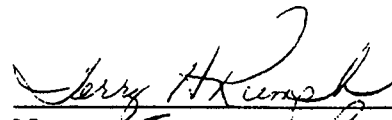
By: 
Charles K. Cheezem,


[illegible]

President

STATE OF SOUTH CAROLINA)
) SS:
 COUNTY OF PICKENS)

The foregoing instrument was acknowledged before me this 7th day of March, 1999, by Charles K. Cheezem and CHARLES K. CHEEZEM President and Secretary, respectively, of CESI CORP., a Florida corporation, who are personally known to me or who have produced drivers' licenses as identification and who executed the foregoing instrument on behalf of the corporation.


 Name: Terry H. Rumph
 Notary Public, State of South Carolina
 My Commission expires:

My Commission Expires June 16, 2003

2/9/99\K:\USR\CCICK\COUNTRY\HOA\Second.Supp

JOHN MCNEIL, Tax Assessor
 222 McDANIEL AVE., B-8
 PICKENS, SC 29671

GEORGE N. BRYANT
 COUNTY AUDITOR
 222 McDANIEL AVE., B-7
 PICKENS, SC 29671

**SECOND SUPPLEMENTAL ARCHITECTURAL GUIDELINES
PHASE III-A OF COUNTRY WALK**

THESE SECOND SUPPLEMENTAL ARCHITECTURAL GUIDELINES are made on the date hereinafter set forth, by CESI CORP., a Florida corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer has previously submitted certain property to the provisions of that certain "Declaration of Covenants, Conditions and Restrictions for Country Walk" (the "Declaration"), which Declaration was recorded in the Public Records of Pickens County, South Carolina in Deed Book 273 at Page 303, and which Declaration created the community of "Country Walk;"

WHEREAS, together with the Declaration, Developer recorded in those same Public Records the initial architectural guidelines for Country Walk (the "Architectural Guidelines");

WHEREAS, Developer subsequently submitted additional real property located in Pickens County, South Carolina (the "Supplemental Property"), to Country Walk by recording that certain "Supplemental Declaration of Covenants and Restrictions for Phase II of Country Walk" (the "Supplemental Declaration") in the Public Records of Pickens County, South Carolina in Deed Book 345 at Page 295;

WHEREAS, Developer further submitted the Supplemental Property to those certain "Supplemental Architectural Guidelines", which were recorded in the Public Records of Pickens County, South Carolina in Deed Book 345 at Page 295;

WHEREAS, Developer is the owner of the real property located in Pickens County, South Carolina, and described in Exhibit "A" attached to and made a part of these Second Supplemental Architectural Guidelines and, simultaneously herewith, Developer has added such property (the "Second Supplemental Property") to Country Walk by the recording of that certain "Second Supplemental Declaration" of even date herewith, with the intent that the Second Supplemental Property be subject to the provisions of the Declaration, the Supplemental Declaration, and the Second Supplemental Declaration, as well as to the provisions of the Architectural Guidelines, the Supplemental Architectural Guidelines, and the Second Supplemental Architectural Guidelines;

NOW, THEREFORE, Developer hereby declares that all of the Second Supplemental Property shall be held, sold and conveyed subject to the provisions of the Declaration, to the provisions of the Supplemental Declaration, to the provisions of the Second Supplemental Declaration, to the provisions of the Architectural Guidelines, to the provisions of the

NOT RECORDED IN THE
201 WILKINSON AVE., 3-2
COLUMBIA, SC 29202

1

000006095 03/24/1999 10:28:10AM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$10.00

GEORGE N. BRYANT
REGISTER

Supplemental Architectural Guidelines, and to the provisions of these Second Supplemental Architectural Guidelines, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the Second Supplemental Property and be binding on all parties having any right, title or interest in the Second Supplemental Property or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Second Supplemental Property.

PARAGRAPH A. DEFINITIONS. All terms, unless otherwise defined herein, shall have the definitions given them in the Declaration.

PARAGRAPH B. EXTERIOR MATERIALS AND COLORS. For the Second Supplemental Property, the provisions of this Paragraph B shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of the section of the Architectural Guidelines entitled "Design Building Guidelines, Exterior Materials and Colors."

Exterior artificial, simulated or imitation materials shall not be permitted without the approval of the ACC. It is specifically understood and agreed that all houses constructed shall be basically all brick on all sides, with minor exceptions for aesthetic purposes, and the use of any materials other than brick for exterior will require specific written approval.

The use of the following items are appropriate:

- a) Masonry Brick, ceramic, stone, all to be approved by the ACC.
- b) Metals Factory finished in durable anodized or baked-on enamel, wrought iron or copper.
- c) Stucco Shall not be used except in small areas and only then with express written approval of the ACC.
- d) Wood Timbers, boards, tongue and groove, wood siding, rough sawn lumber, wood shingles and shakes and beaded mahogany.
- e) Vinyl Lap or beaded with a minimum panel thickness of .044 mills may be used in connection with the fascia, eaves and exposed porch ceilings and for certain gable end construction, but only after specific approval of the ACC.

All exterior elevation materials are to be predominantly brick, with all four sides to be the same materials unless approved by the ACC.

All siding specifications are to be approved by the ACC and used as accent or special purpose materials only.

Enhancement of the exterior by the use of vinyl, stone or wood is strongly encouraged.

The color of exterior materials must be generally subdued to enhance the colors of the

natural landscape. Earthtones, generally muted, are recommended although occasionally accent colors may be used with restraint.

PARAGRAPH C. FOUNDATION AND FRAMING. For the Second Supplemental Property, the provisions of this Paragraph C shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of the section of the Architectural Guidelines entitled "Design Building Guidelines, Foundation and Framing."

Crawl space foundations are acceptable. Slab construction may be allowed, but only with specific written approval of the ACC.

All foundations shall be fully enclosed with brick or stone. Exposed cement block or coated cement block is not permitted.

First floor ceiling height of 9 feet is desirable.

PARAGRAPH D. EFFECTIVE DATE. This instrument shall become effective upon its recordation in the Public Records of Pickens County, South Carolina.

IN WITNESS HEREOF, the undersigned, being the Developer, has hereunto set its hand and seal this 9th day of MARCH, 1999.

ATTEST:

Secretary

WITNESSES:

STATE OF SOUTH CAROLINA)

) SS:

COUNTY OF PICKENS)

CESI CORP.

By:

Charles K. Cheezem,

President

The foregoing instrument was acknowledged before me this 9th day of March, 1999, by Charles K. Cheezem and Charles K. Cheezem President and Secretary, respectively, of CESI CORP., a Florida corporation, who are personally known to me or who have produced drivers' licenses as identification and who executed the foregoing instrument on behalf of the corporation.

Name: Terry H. Rumph
Notary Public, State of South Carolina
My Commission expires:

My Commission Expires June 1st, 2000

Exhibit "1" to
Supplemental Architectural Guidelines
for Phase III of Country Walk

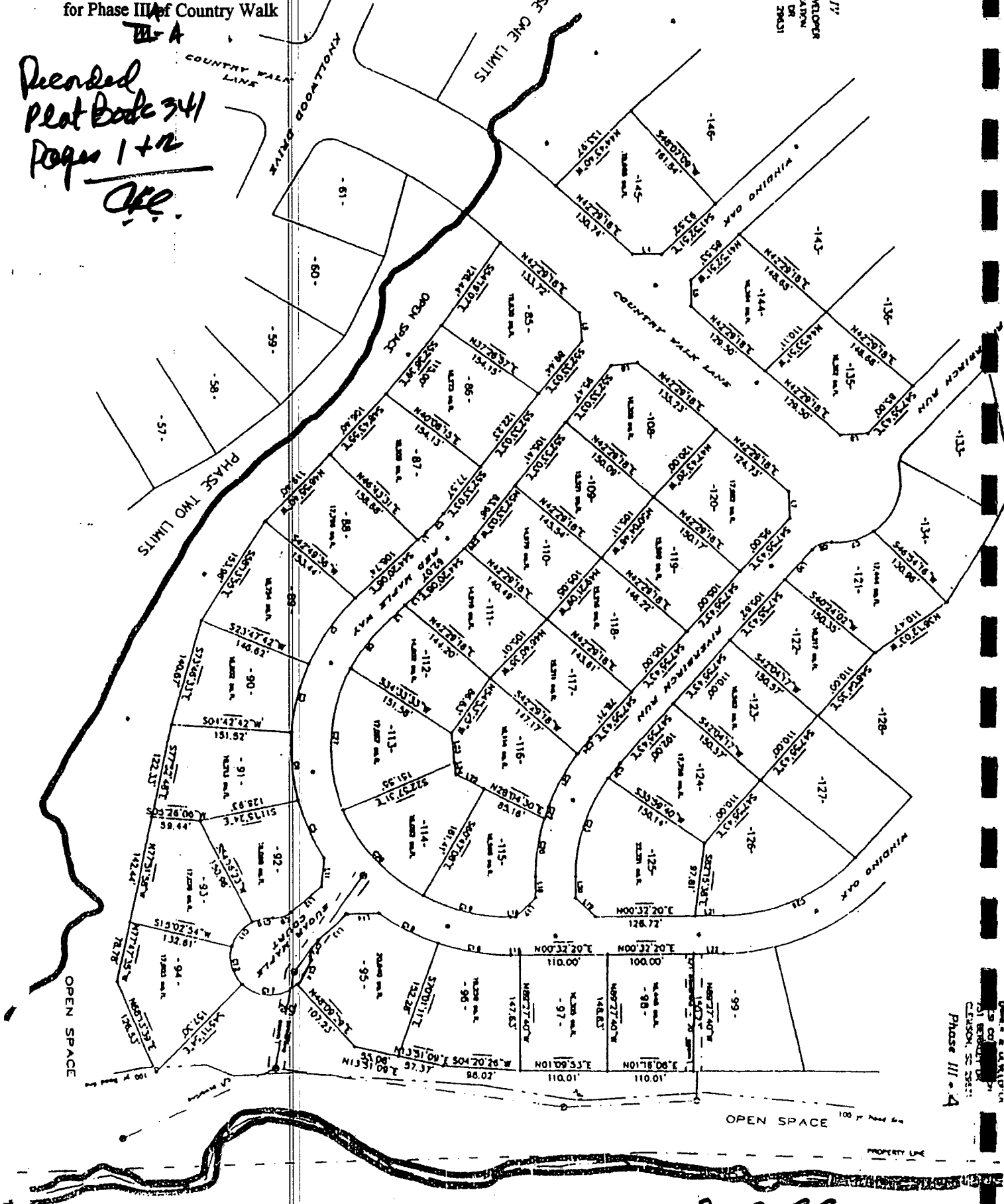
III-A

Recorded
Plat Book 341
Pages 1+2
OK.

EXHIBIT "A"

080006095 B.D. 177 PG00349
3-9-99

Phase II
Please Refer
to the
Master & Developer
Agreement
for the
Country Walk
Project, SC 29631



Phase III - A

3-9-99

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PHASE II OF COUNTRY WALK**

THIS SUPPLEMENTAL DECLARATION, is made on the date hereinafter set forth, by CESI CORP., a Florida corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer has previously submitted certain property to the provisions of that certain "Declaration of Covenants, Conditions and Restrictions for Country Walk" (the "Declaration"), which Declaration was recorded in the Public Records of Pickens County, South Carolina in Deed Book 273 at Page 303, and which Declaration created the community of "Country Walk;"

WHEREAS, Developer is the owner of the real property located in Pickens County, South Carolina, and described in Exhibit "A" attached to and made a part of this Supplemental Declaration and desires to add such property (the "Supplemental Property") to Country Walk, such that the Supplemental Property is subject to the provisions of both the Declaration and this Supplemental Declaration;

WHEREAS, prior to the date of this Supplemental Declaration, Developer has filed of record in Pickens County, South Carolina, two plats which cover portions of the Supplemental Property, being that certain plat recorded August 15, 1996 in Plat Book 236 at Page 15B and that certain plat recorded October 15, 1996 in Plat Book 244 at Page 5 (together, the "Initial Plats for the Supplemental Property");

NOW, THEREFORE, Developer hereby declares that all of the Supplemental Property shall be held, sold and conveyed subject to the provisions of the Declaration and to the provisions of this Supplemental Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Supplemental Property and be binding on all parties having any right, title or interest in the Supplemental Property or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Supplemental Property.

PARAGRAPH A. DEFINITIONS. All terms, unless otherwise defined herein, shall have the definitions given them in the Declaration.

PARAGRAPH B. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION. For the Supplemental Property, the provisions of this Paragraph B shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of Article III of the Declaration.

An Owner may purchase a portion of a Lot (a "fractional Lot") if that Owner owns the adjoining Lot and enters into an agreement, in recordable form and in form and content acceptable to the Association, specifying a unity of title between the fractional Lot and such adjoining Lot. In such case, for all purposes hereunder, including, without limitation, membership and voting rights in the Association, such Owner shall be deemed to own one Lot and shall be assessed as though owning one Lot.

Any Owner owning one Lot and a fractional Lot shall be subject to all restrictions governing construction of a home on the Lot and shall, for all other intents and purposes, be treated as owning one Lot. Only one home may be constructed by such Owner.

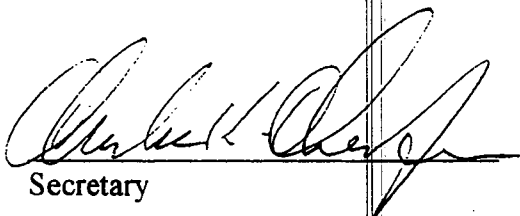
In the event that an Owner owns two adjoining Lots and elects to construct one home on such Lots, then such Owner shall, at that Owner's option, notify the Association that he or she elects either to (1) treat such Lots as two separate Lots, in which case the home shall be built on one of such Lots as though the Owner did not own the adjacent Lot and the Owner shall be treated for all purposes hereunder as owning two Lots, or (2) treat such Lots as one Lot, in which case such Owner will be treated for all purposes hereunder as owning one Lot and in which case such Owner shall enter into an agreement, in form and content acceptable to the Association, specifying a unity of title between the two Lots. In the event that the Owner elects to treat such Lots as one Lot, then only one home may be constructed by the Owner on such Lots.

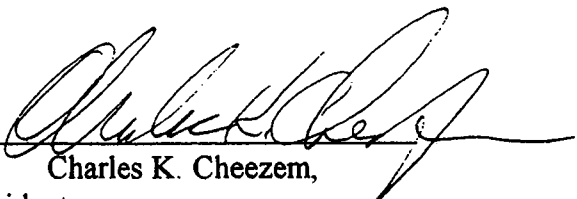
PARAGRAPH C. EFFECTIVE DATE. This Supplemental Declaration shall become effective upon its recordation in the Public Records of Pickens County, South Carolina.

IN WITNESS HEREOF, the undersigned, being the Developer, has hereunto set its hand and seal this ____ day of October, 1996.

ATTEST:

CESI CORP.


Secretary

By: 
Charles K. Cheezem,
President

Witness: Kevin Ross
Witness: Bruce Russell

STATE OF SOUTH CAROLINA)
) SS:
 COUNTY OF PICKENS)

The foregoing instrument was acknowledged before me this 30th day of October, 1996, by Charles K. Cheezem and FLORIAN, President and Secretary, respectively, of CESI CORP., a Florida corporation, who are personally known to me or who have produced drivers' licenses as identification and who executed the foregoing instrument on behalf of the corporation.

Mary Ellis Gabriel
 Name: Mary Ellis Gabriel
 Notary Public, State of South Carolina
 My Commission expires: Oct 24, 2004

10/28/96K:\USR\CC\CKC\COUNTRY\HOA\SUPPLEME.DEC

The within document was filed
 for record on the 30 day of

Oct. 1996 and recorded

in book 345 page 295
Marsha B. Reeves

R.M.C.
 Pickens County, S. C.

Country Walk
751 Berkeley Dr.
Clemson, SC 29631
021250
96 OCT 22 PM 1:27

SUPPLEMENTAL ARCHITECTURAL GUIDELINES FOR PHASE II OF COUNTRY WALK

THESE SUPPLEMENTAL ARCHITECTURAL GUIDELINES are made on the date hereinafter set forth, by CESI CORP., a Florida corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer has previously submitted certain property to the provisions of that certain "Declaration of Covenants, Conditions and Restrictions for Country Walk" (the "Declaration"), which Declaration was recorded in the Public Records of Pickens County, South Carolina in Deed Book 273 at Page 303, and which Declaration created the community of "Country Walk;"

WHEREAS, together with the Declaration, Developer recorded in those same Public Records the initial architectural guidelines for Country Walk (the "Architectural Guidelines");

WHEREAS, Developer is the owner of the real property located in Pickens County, South Carolina, and described in Exhibit "A" attached to and made a part of these Supplemental Architectural Guidelines and, simultaneously herewith, Developer has added such property (the "Supplemental Property") to Country Walk by the recording of that certain "Supplemental Declaration" of even date herewith, such that the Supplemental Property is subject to the provisions of both the Declaration and the Supplemental Declaration, as well as to the provisions of these Supplemental Architectural Guidelines;

NOW, THEREFORE, Developer hereby declares that all of the Supplemental Property shall be held, sold and conveyed subject to the provisions of the Declaration, to the provisions of the Supplemental Declaration, and to the provisions of these Supplemental Architectural Guidelines, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the Supplemental Property and be binding on all parties having any right, title or interest in the Supplemental Property or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Supplemental Property.

PARAGRAPH A. DEFINITIONS. All terms, unless otherwise defined herein, shall have the definitions given them in the Declaration.

PARAGRAPH B. EXTERIOR MATERIALS AND COLORS. For the Supplemental Property, the provisions of this Paragraph B shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of the section of the Architectural Guidelines entitled "Design Building Guidelines, Exterior Materials and Colors."

Exterior artificial, simulated or imitation materials shall not be permitted without the approval of the ACC. It is specifically understood and agreed that all houses constructed shall be basically all brick on all sides, with minor exceptions for aesthetic purposes, and the use of any materials other than brick for exterior will require specific written approval.

The use of the following items are appropriate:

- a) Masonry Brick, ceramic, stone, all to be approved by the ACC.
- b) Metals Factory finished in durable anodized or baked-on enamel, wrought iron or copper.
- c) Stucco Shall not be used except in small areas and only then with express written approval of the ACC.
- d) Wood Timbers, boards, tongue and groove, wood siding, rough sawn lumber, wood shingles and shakes and beaded mahogany.
- e) Vinyl Lap or beaded with a minimum panel thickness of .044 mills may be used in connection with the fascia, eaves and exposed porch ceilings and for certain gable end construction, but only after specific approval of the ACC.

All exterior elevation materials are to be predominantly brick, with all four sides to be the same materials unless approved by the ACC.

All siding specifications are to be approved by the ACC and used as accent or special purpose materials only.

Enhancement of the exterior by the use of vinyl, stone or wood is strongly encouraged.

The color of exterior materials must be generally subdued to enhance the colors of the natural landscape. Earthtones, generally muted, are recommended although occasionally accent colors may be used with restraint.

PARAGRAPH C. FOUNDATION AND FRAMING. For the Supplemental Property, the provisions of this Paragraph C shall be deemed to supplement and, to the extent they are inconsistent therewith, to modify the provisions of the section of the Architectural Guidelines

entitled "Design Building Guidelines, Foundation and Framing."

Crawl space foundations are acceptable. Slab construction may be allowed, but only with specific written approval of the ACC.

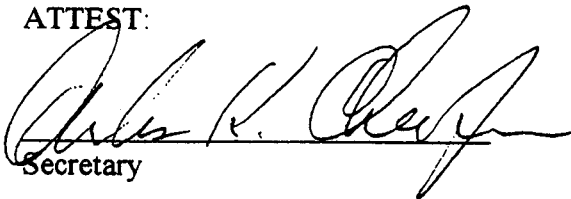
All foundations shall be fully enclosed with brick or stone. Exposed cement block or coated cement block is not permitted.

First floor ceiling height of 9 feet is desirable.

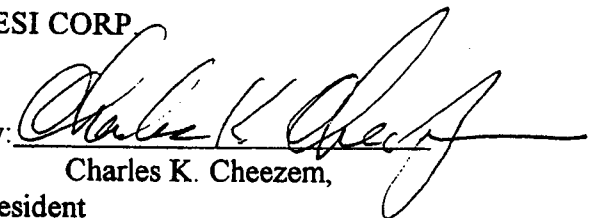
PARAGRAPH D. EFFECTIVE DATE. This Supplemental Declaration shall become effective upon its recordation in the Public Records of Pickens County, South Carolina.

IN WITNESS HEREOF, the undersigned, being the Developer, has hereunto set its hand and seal this ____ day of October, 1996.

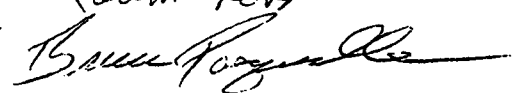
ATTEST:


Secretary

CESI CORP

By: 
Charles K. Cheezem,
President

STATE OF SOUTH CAROLINA)
) SS:
COUNTY OF PICKENS)

Witness: Kevin Roy
Witness: 

The foregoing instrument was acknowledged before me this 2nd day of October, 1996, by Charles K. Cheezem and Secretary, President and Secretary, respectively, of CESI CORP., a Florida corporation, who are personally known to me or who have produced drivers' licenses as identification and who executed the foregoing instrument on behalf of the corporation.

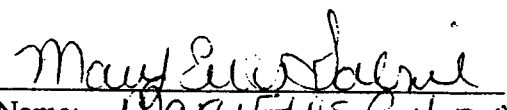
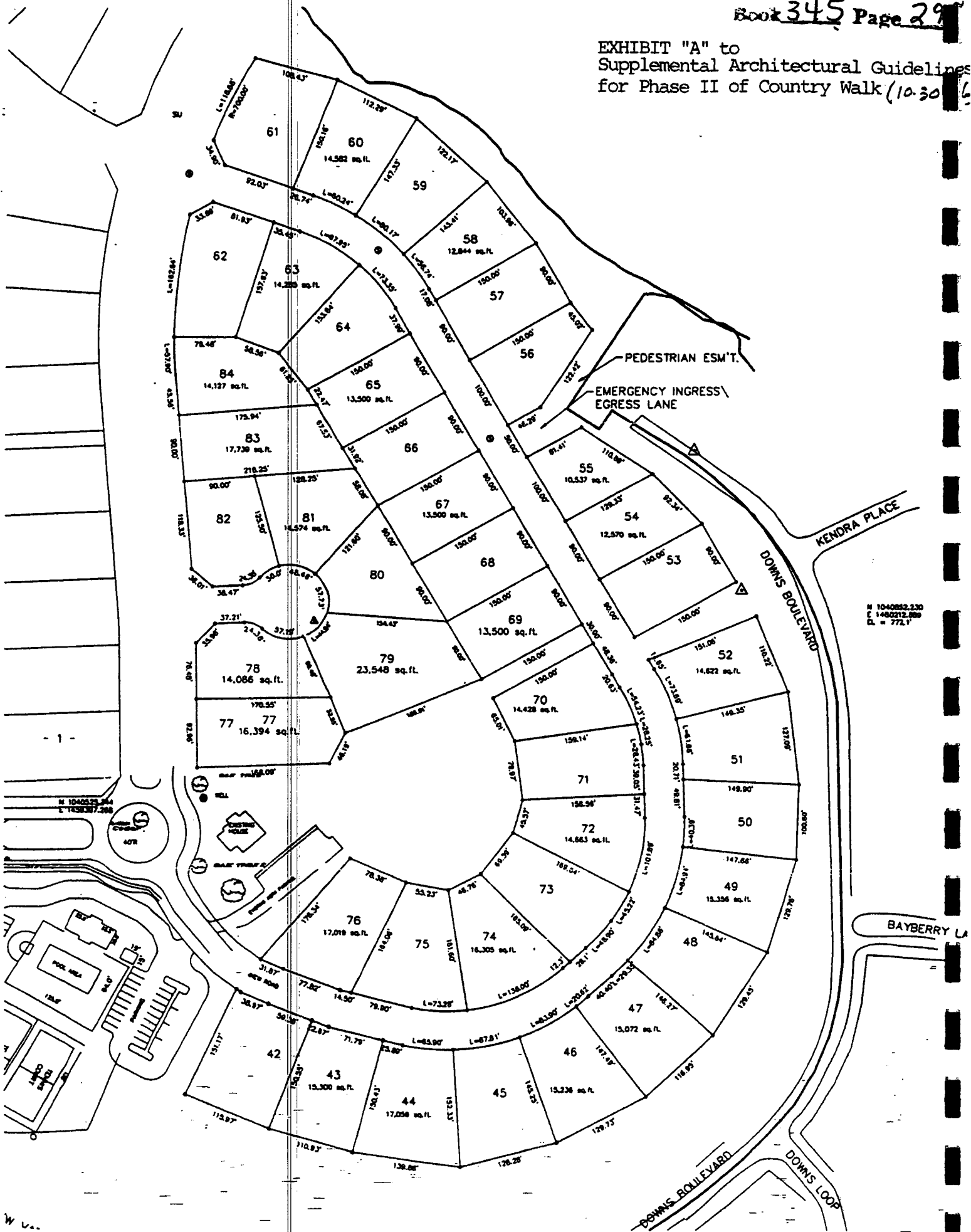

Name: Mary Ellis Gabriel
Notary Public, State of South Carolina
My Commission expires Oct 24, 2004

EXHIBIT "A" to
Supplemental Architectural Guidelines
for Phase II of Country Walk (10-30-16)





BY-LAWS

OF

**COUNTRY WALK HOMEOWNERS'
ASSOCIATION, INC.**

(Recorded 03/24/95 : Deed Book 273, pg. 303)

TABLE OF CONTENTS

ARTICLE I	NAME AND LOCATION	1
ARTICLE II	DEFINITIONS	1
ARTICLE III	MEETINGS OF MEMBERS	1
ARTICLE IV	BOARD OF DIRECTORS	3
ARTICLE V	NOMINATIONS AND ELECTIONS	4
ARTICLE VI	MEETINGS OF DIRECTORS	5
ARTICLE VII	DIRECTORS POWERS AND DUTIES	7
ARTICLE VIII	OFFICERS AND THEIR DUTIES	7
ARTICLE IX	COMMITTEES	9
ARTICLE X	BOOKS AND RECORDS	9
ARTICLE XI	ASSESSMENTS	9
ARTICLE XII	CORPORATE SEAL	9
ARTICLE XIII	AMENDMENTS	10
ARTICLE XIV	RULES AND REGULATIONS	10
ARTICLE XV	MISCELLANEOUS	11
	CERTIFICATION	12

BY-LAWS
OF
COUNTRY WALK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1

NAME AND LOCATION

Section 1.01. The name of the corporation is COUNTRY WALK HOMEOWNERS' ASSOCIATION, INC., a South Carolina corporation not for profit, hereinafter referred to as the "Association". The principal office of the Association shall be located at 751 Berkeley Drive, Clemson, SC 29631, but meetings of members and directors may be held at such places within the State of South Carolina, County of Pickens, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 2.01. For convenience, these By-Laws shall be referred to as the "By-Laws," and the Articles of Incorporation of the Association shall be referred to as the "Articles." The declaration of covenants, conditions, and restrictions applicable to the property governed by the Association, as said declaration is recorded in the Public Records of Pickens County, South Carolina and as it may be amended from time to time, shall be referred to as the "Declaration." The other terms used in these By-Laws shall have the same definition and meaning as set forth in the Articles or the Declaration, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on any day of the same month each year thereafter, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of members is a Sunday or legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.02. Special Meetings. Special meetings of the members may be called at any time by the President or by any members of the Board of Directors, or upon written request of members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3.03. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.04. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the Meeting, until a quorum as aforesaid shall be present or be represented.

Section 3.05. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. Holders of proxies need not be members, but no person other than a designee of the Developer may hold more than ten (10) proxies.

Section 3.06. Members' Roster. The Association shall maintain a roster of its Members. Change of membership in the Association shall be established by an owner's recording in the Public Records of Pickens County, South Carolina, a deed or other instrument establishing record title to a Lot and by providing a copy of such instrument as recorded to the Association, and, thereupon, the membership of the prior owner shall be terminated. The Association may issue certificates of membership.

Section 3.07. Voting Certificates. If a Lot is owned by one person, his right to vote shall be established by the roster of members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot according to the roster of members and filed with the Secretary of the Association (a "Voting Certificate"). The person designated need not be a Lot owner, nor one of the joint owners. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a Voting Certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. The person designated need not be a Lot owner. Voting Certificates shall be valid until revoked or until

superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A Voting Certificate may be revoked by any record owner of an undivided interest in the Lot or in the case of a corporate owner, by the president or a vice president of the owner. If a Voting Certificate for a Lot owned by a corporation or by more than one person is not on file or has been revoked, the vote of the owner(s) of such Lot shall not be considered in determining whether a quorum is present, not for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until a Voting Certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. Such designee need not be a Lot owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(a) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(b) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

(c) If both are present at a meeting and concur, either one may cast the Lot's vote.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 4.01. Number. The affairs of the Association shall be managed by a Board of Directors composed of not less than three (3) members, but as many members as a majority of the Members may from time to time determine. Directors need not be Members.

At the annual meeting of the members occurring subsequent to the date after at least twenty-five percent (25%) of the Lots have been sold to persons or entities who thereby become Class A members, the Board of Directors shall be increased in size to four (4) persons. In addition to three (3) Directors appointed by the Class B member, one (1) director shall be elected by the Class A members at large.

At the annual meeting of the members occurring subsequent to the date after at least fifty percent (50%) of the Lots have been sold to persons or entities who thereby become Class A members, the Board of Directors shall be increased to five (5) persons. In

addition to three (3) Directors appointed by the Class B member, two (2) Directors shall be elected by the Class A members at large.

Section 4.02. Term of Office. At the first Annual Meeting held after turnover of the Association by the Developer, the Members shall elect one director for a term of one year, two directors for a term of two years, and two directors for a term of three years; and at each Annual Meeting thereafter, the Members shall elect the appropriate number of directors for a term of three years.

Section 4.03. Removal. Any Director not elected by the Developer may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.04. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.05. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 5.01. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee appointed by the Board of Directors. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more other members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 5.02. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 6.01. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.02. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each director.

Section 6.03. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01. Powers. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of Country Walk and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Members. The powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) operate and maintain the Common Areas;
- (b) determine the expenses required for the operation of the Association;
- (c) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of Members and their guests thereon, and to establish penalties for the infraction thereof;
- (d) collect all assessments from Members and suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(e) exercise for the Association all powers, duties and authority invested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(f) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(g) employ a manager, an independent contractor, or such other employee or employees as they deem necessary, and to prescribe their duties;

(h) maintain bank accounts on behalf of the Association and designate the signatories required therefor;

(i) obtain and review insurance for the Association, and determine appropriate deductibles for each policy;

(j) contract with and create special taxing districts;

(k) grant easements to and over the Common Areas on behalf of the Members and entering into agreements on the maintenance and repair of the property covered by such easements; and

(l) hire attorneys, accountants and other professional consultants.

Section 7.02. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any Special Meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Member subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of the certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 8.01. Enumeration of Officers. The officers of this Association shall be a president, who shall at all times be a Member of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 8.02. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.03. Term. Each officer of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 8.04. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president, or the secretary. 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.

Section 8.06. Vacancies. A vacancy in any officer may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.07. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.04.

Section 8.08. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President: The Vice-President, if any, shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at

the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

Section 9.01. The Association shall appoint an Architectural Review Board, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

Section 10.01. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

Section 11.01. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area of abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

Section 12.01. The Association shall have a seal in circular form having within its circumference the words:

COUNTRY WALK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 13.01. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of votes of Lots represented at a meeting at which a quorum of Members is present in person or by proxy, except that the Federal Housing Administration of the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 13.02. Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Lots without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or the Declaration. No amendment to this Section 13.02 shall be valid.

Section 13.03. Amendment by the Developer. The Developer, during the time it is in control of the Board of Directors of the Association, may amend the Articles, the By-Laws, and applicable Rules and Regulations to correct an omission or error, or effect any other amendment.

Section 13.04. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of these By-Laws allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Pickens County, South Carolina.

ARTICLE XIV

RULES AND REGULATIONS

Section 14.01. Rules and Regulations. Attached hereto as Schedule "A" and made a part hereof are rules and regulations concerning the use of Country Walk.

Section 14.02. Modification of the Rules and Regulations. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that, subsequent to the date there is no Class B membership, a majority of the Members represented at a meeting at which a quorum is present may overrule

the Board with respect to any such modifications, amendments, or additions.

Section 14.03. Limitation on Modifications. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer or any rights granted by easement or agreement recorded in the Public Records of Pickens County, South Carolina. Any rules and regulations adopted must treat all persons with use rights in any part of the Common Area identically, whether such persons be Lot owners or not.

Section 14.04. Copies to be Furnished. Copies of all modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Lot owner and to each tenant not less than thirty (30) days prior to the effective date thereof.

ARTICLE XV

MISCELLANEOUS

Section 15.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 15.02. Rule of Interpretation. If the case of any conflict between the Articles of Incorporation and these By-Laws, the ARTicles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 15.03. Developer's Representatives. No person designated by the Developer to serve as a director and/or officer of the Association will have personal liability to Members or to the Association for (1) the existence of, or failure to correct, construction defects in any building which are part of Country Walk which are or were allegedly created by the acts or omissions of the Developer, or (b) for the failure of the Association to control expenditures so as to remain within the proposed budget, or (c) for the inadequacy of the proposed budgets. The Association and all purchasers of Lots will look solely to the appropriate Developer with respect to such claims, if any. Nothing contained in this Section 15.03 shall constitute an admission by any Developer as to the validity of such claims, if ever made.

Section 15.04. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 15.05. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way

define or limit the scope of these By-Laws or the intent of any provision hereof.

IN WITNESS WHEREOF, we, being all of the Directors of COUNTRY WALK HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands this ____ day of _____, 199__.

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of COUNTRY WALK HOMEOWNERS' ASSOCIATION, INC., a South Carolina corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 199__.

Secretary

ckc\country\hoa\bylaws

SCHEDULE A

COUNTRY WALK HOMEOWNERS' ASSOCIATION, INC.

RULES AND REGULATIONS

All residents, guests, agents, and invitees (herein called "persons") shall be governed by the obligations and duties set forth in the Country Walk Homeowners' Association, Inc., Articles of Incorporation, the By-Laws, the Declaration, and any amendments thereto and these following rules and regulations:

1. Each person must use the Lot and all Common Areas in a manner that does not disturb or become a nuisance to others or cause injury to the reputation of the Association.
2. The greenbelt areas and walks maintained by the Association are for the use of foot traffic only. The only wheeled vehicles permitted in these areas are wheelchairs and baby strollers.
3. PETS
 - 3.1 Pet owners must have control of their pets at all times.
 - 3.2 Pet owners must accompany their pets when the pet leaves the owner's unit.
 - 3.3 Pet owners must promptly pick up their pet's solid waste and dispose of it safely.
 - 3.4 Pet owners are financially responsible for any damage their pet creates.
4. GARBAGE
 - 4.1 All persons must put all household garbage and trash in garbage cans or bags or some other suitable containers designed for this purpose. All City waste regulations are to be followed.
 - 4.2 All other trash shall be taken promptly to the County facility and may not remain on any lot. Failure to comply with this rule will result in the lot owner's being billed for the removal of the trash.
5. Only one (1) "For Sale" or "Name" sign may be displayed on the exterior of any unit. These signs must have the written approval of the Architectural Control Committee, and be no larger than forty (40) square inches on a five (5) foot stake in the front yard of any residence. Signs must be placed five (5) feet from the road.

6. All objects foreign to the architectural exterior of the unit must be kept out of sight, including, without limitation:
 - 6.1 Inoperative motor vehicles or parts hereof.
 - 6.2 Clothes, hanging devices, and antennas.
 - 6.3 Commercial vehicles, bicycles, mopeds or motorcycles, boats, trailers, campers, trucks and motorhomes, except vans and pick-up trucks.
 - 6.4 Boats, trailers and recreational vehicles may be parked on the unit drive for periods of not longer than 24 consecutive hours.

Illegally parked or unauthorized vehicles on grass areas will be towed away at the owner's expense.

7. All alterations to the exterior of any unit or building must have written approval of the Association's Architectural Control Committee.

8. RECREATIONAL AREAS

- 8.1 Each person uses the recreational devices and other Common Areas at his or her own risk. Persons using the recreational areas must leave the areas in a clean condition.
 - 8.2 Wheelchairs and baby strollers are the only wheeled vehicles allowed in these areas.
 - 8.3 Children under the age of 16 must have adults checking on their behavior frequently.
9. Leases must be for a term of at least six (6) months and must be in writing. A copy of each lease must be sent to the Board of Directors of the Association.
 - 9.1 The owners (lessor) must provide the tenants (lessees) with a copy of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations to read. The tenants must sign a statement that he/she has read these documents and agrees to abide by them.
 - 9.2 The owner assumes financial responsibility for the tenant's damage to any of the Common Areas and therefore a security deposit large enough to cover this liability should be obtained at the time the residence is leased.
10. There will be no exterior television, radio, or other antennas larger than 24" allowed.

11. Notice must promptly be given to the Board of Directors whenever title passes to a new owner. The selling owner must give the buyer copies of the Declaration, Articles of Incorporation, and these Rules and Regulations.

ckc\country\hoa\rules.reg



DECLARATION

OF

COVENANTS, CONDITIONS AND

RESTRICTIONS

FOR

COUNTRY WALK

(Recorded 03/24/95 : Deed Book 273, pg. 303)

TABLE OF CONTENTS

DECLARATION		1
ARTICLE I	DEFINITIONS	2
ARTICLE II	PROPERTY RIGHTS	3
ARTICLE III	MEMBERSHIP AND VOTING RIGHTS	4
ARTICLE IV	MAINTENANCE AND INSURANCE	6
ARTICLE V	COVENANTS FOR MAINTENANCE ASSESSMENT	8
ARTICLE VI	ARCHITECTURAL CONTROL	13
ARTICLE VII	RULES, REGULATIONS AND RESTRICTIONS	16
ARTICLE VIII	GENERAL PROVISIONS	17
EXHIBIT "A"		21

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COUNTRY WALK**

THIS DECLARATION, made on the date hereinafter set forth, by CESI CORP., a Florida corporation, hereinafter referred to as "Developer,"

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property located in Pickens County, South Carolina, and described in Exhibit "A" attached to and made a part of this Declaration and desires to create a residential community on such property with open spaces and other common facilities for the benefit of such community, to be known as "Country Walk;" and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in Country Walk and for the maintenance of its "Common Areas," as defined; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in Country Walk, to delegate and assign to a newly-formed nonprofit corporation the powers of maintaining and administering the Common Areas and facilities and administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has filed the "Initial Plat", as defined herein; and

WHEREAS, Developer has incorporated under the laws of the State of South Carolina, as a nonprofit corporation, Country Walk Homeowners' Association, Inc., for the purposes of exercising the functions stated above, which Association is not intended to be a "Condominium Association" as such term is defined and described in the South Carolina Condominium Act (Section 27-31-20 et seq. of the Code of Laws of South Carolina;

NOW, THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.01. "Association" shall mean and refer to COUNTRY WALK HOMEOWNERS' ASSOCIATION, INC., a South Carolina corporation not for profit, its successors and assigns.

Section 1.02. "Common Areas" shall mean and refer to all entry features, walls, areas of common access and medians, landscaping strips along roadways, and roadways and any other areas located in Country Walk which are not a part of any Lot or publicly-dedicated areas.

Section 1.03. "Developer" shall mean and refer to CESI CORP., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development. CESI CORP. shall at all times have the right to assign its interest herein to any successor or successors or nominee or nominees.

Section 1.04. "Home" shall mean a single-family residential dwelling unit and any auxiliary buildings or structures located upon a Lot.

Section 1.05. "Initial Plat" shall mean that Plat recorded in Plat Book 67 at Pages 32 and 33 of the Public Records of Pickens County, South Carolina.

Section 1.06. "Lot" shall mean and refer to any lot, 1 through 41 inclusive, as designated on the Plat of Country Walk recorded in Plat Book 67, at Pages 32 and 33, of the Public Records of Pickens County, South Carolina and any lot shown upon any addition to that plat or any resubdivision or any plat of the Properties or any portion thereof.

Section 1.07. "Member" shall mean and refer to each Owner in his role as member of the Association.

Section 1.08. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.09. The "Properties" shall mean and refer to the real property described in Exhibit "A" hereto and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

PROPERTY RIGHTS

Section 2.01. Title to Common Areas. The Common Areas are hereby dedicated to the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of the Properties. Developer may retain the legal title to the Common Areas so long as it owns fee simple title to at least one Lot in the Properties; provided, however, that on or before the earlier of the conveyance by Developer of the last Lot which it owns in the Properties or the insurance by HUD of the first mortgage on a lot in Country Walk (or sooner at Developer's option), Developer or its successors and assigns, shall convey and transfer the record fee simple title to the Common Areas to the Association by quit-claim deed, and the Association shall accept such conveyance, holding title for Owners as stated in the preceding sentence, subject to taxes for the year of the conveyance, and restrictions, limitations, conditions, reservations and easements of record.

Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the common Areas and any improvements and any personal property thereon accruing from and after the date this Declaration is recorded. Such taxes shall be prorated between Developer and the Association as of the date of such recordation.

Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon the Properties and for the purpose of construction of any facilities on the Common Areas that Developer elects to build. The Developer shall have the right to use the Common Areas for sales, displays and signs during the period of construction and sale of the Lots.

Section 2.02. Members' Easements of Enjoyment. Each Member of the Association, each family member residing with such Member, and each tenant, agent, guest, licensee and invitee of such Member shall have a permanent and perpetual easement for the use of all Common Areas in common with all other Members of the Association, their family members, tenants, agents, guests, licensees, and invitees. Each Member, each family member residing with such Member, and each tenant, agent, guest, licensee, and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways and driveways from time to time laid out on the Common Areas, for use in common with all other Members, their family members, tenants, agents, guests, licensees and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all

such portion of such tracts and for the use of same as common open space in such manner as may be regulated by the Association. The foregoing rights and easements shall be appurtenant to and shall pass with the title to every Lot, and shall be subject to the following:

(a) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(b) The right and duty of the Association to levy assessments against each Lot in compliance with the provisions of this Declaration and with any restrictions of any plat of all or part of the Properties;

(c) All provisions of this Declaration and of any plat of all or any part or parts of the Properties;

(d) Rules and Regulations adopted by the Association governing use and enjoyment of the Common Areas;

(e) The right of the Association to suspend an Owner's voting rights and right to use the Common Areas for any period during which any assessment against his Lot remains unpaid;

(f) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members and applicable government authorities; provided that no such dedication or transfer shall be effective unless an instrument is signed by the appropriate officers or the Association certifying that a special or regular meeting of Members was called for such purpose, of which thirty (30) days' prior written notice was sent to each Member, that a quorum was present at such meeting, and that the vote of two-thirds (2/3) of the members present, either in person or by proxy, was obtained agreeing to such dedication or transfer; and

(g) The right of the Association to mortgage all or any part of the Common Areas for such purposes and subject to such conditions as may be agreed to by the Members; provided that no such dedication or transfer shall be effective unless an instrument is signed by the appropriate officers or the Association certifying that a special or regular meeting of Members was called for such purpose, of which thirty (30) days' prior written notice was sent to each Member, that a quorum was present at such meeting, and that the vote of two-thirds (2/3) of the Members present, either in person or by proxy, was obtained agreeing to such dedication or transfer.

Developer reserves the right to grant such further easements over, across, under, through and upon the Common Areas as may be necessary or convenient to provide (i) ingress and egress for persons and vehicles, (ii) power, electricity, telephone, cable television, gas, water, drainage and other utility and lighting facilities, irrigation, television transmission facilities, security services and garbage waste removal, and (iii) for the repair and maintenance of the equipment necessary to provide such services.

Section 2.03. Easements Appurtenant. The easements provided in Section 2.02 shall be appurtenant to and shall pass with the title to each Lot.

Section 2.04. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas.

Section 2.05. Developer's Construction and Sales Activities. In addition to the property rights granted in this Declaration to the Developer, as Owner or otherwise, Developer has the right to enter upon the Properties at any time and in any way reasonably necessary to allow the Developer to construct or sell, or promote, the sale or rental of Units or Lots or improvements in Country Walk or to carry out any responsibility of the Developer to Owners in Country Walk, including but not limited to the right to use the street in front of any model areas designated by the Common Areas for location of Developer's sales center, to maintain and show model homes, to have employees in the office, and to use the Common Areas. Notwithstanding any other provision in the Declaration, the Developer is irrevocably empowered to sell, lease or rent Lots on any terms to any purchasers or lessees for as long as it owns any Lot.

Section 2.06. Supplemental Declarations. In addition to the Initial Plat and this Declaration, Developer may, but shall not be obligated to, cause other portions of the Properties to be platted and made subject to the provisions of this Declaration by filing of record a supplemental declaration in the Office of the Pickens County Clerk of Court. Any such supplemental declaration may, as to the portion of the Properties being added thereby, vary the terms of this Declaration and of the rules and regulations.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.01. Membership. All persons or entities who are Owners of Lots shall be Members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The voting rights of an

Owner shall be suspended during any period in which such Owner is delinquent in his payments to the Association.

Section 3.02. Class of Membership. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Developer and each Class A Member 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, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to four (4) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership upon the happening of the earlier to occur of the following events:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) at any earlier time that the Class B member(s), in their sole and unanimous discretion, voluntarily convert their Class B membership to Class A membership; or
- (c) on January 1, 1999.

ARTICLE IV

MAINTENANCE AND INSURANCE

Section 4.01. Responsibility for Maintenance. The responsibility for the maintenance of the Properties is divided between the Association and the Owners. Maintenance of each Lot is the responsibility of its Owner. The maintenance of the common Areas, including but not limited to the roads, is the responsibility of the Association.

The Board of Directors of the Association has the right to require the Members to maintain their Lots in a manner befitting the standards of Country Walk; and this responsibility of each member, unless otherwise assumed by the Association in accordance with the terms of this Declaration, shall include the Member's obligation to maintain the shrubbery in a neat and trimmed manner, and to remove all objectional debris or material as may be located on the Lot.

Section 4.02. Maintenance of Common Areas. The Association shall at all times maintain the Common Areas in good condition and repair. This shall include front yards from private fences to the street and the operation and maintenance of any common sprinkler systems located within this area.

Section 4.03. Reserve Fund. The Association shall establish and maintain a reserve fund for the periodic maintenance, repair, and replacement of improvements located on the Common Areas. The reserve fund shall be kept in a separate bank account and not used for purposes other than those contemplated in this Section 4.03. The reserve fund shall be collected out of the regular assessments of the Association.

Section 4.04. Exterior Maintenance. The Association shall not have exterior maintenance responsibilities, periodic or otherwise, for Lots. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors and reasonable notice to the Owner in question, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

For the sole purpose of performing the exterior maintenance authorized by this Section 4.03, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to any Owner, to enter upon any Lot at reasonable hours of any day except Sunday.

In the event of any emergency, the Association, through its duly authorized agents, employees, or independent contractors, shall have a right of entry without notice and on any day, including Sunday. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the aforementioned exterior maintenance and to respond to any emergency. In the event an Owner is on vacation and/or will not be present to permit entry onto his Lot for the aforementioned exterior maintenance or in the case of an emergency, said Owner shall deposit his house key with the Association to permit entry therein.

In addition, the owner of any adjoining property (not within the Properties) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its properties to effect and perform the aforementioned exterior maintenance. In such event, the

Association shall indemnify the adjoining property owner for any damage or injury to the adjoining property owner's easement areas caused by the use thereof for access to perform exterior maintenance.

Section 4.05. Insurance. Property and casualty insurance on the Common Areas shall be maintained through the Association, to the extent deemed necessary by the Board. All damaged property shall be repaired and restored to the original condition using the proceeds of the insurance and, if the insurance proceeds are inadequate to cover the costs of such repair and restoration, Special Assessments. In the event that the insurance proceeds shall be greater than the amount required to repair and restore the damage, the excess shall be deposited with the Association for the operation of the Association and/or maintenance of the Properties. Prior to the end of each policy year, the Association shall adjust the insurance coverage so that the Common Areas are insured for their maximum insurable value.

The Association may also purchase such other insurance as it may deem necessary on the Common Areas and for purposes of properly operating the Association. The Association may purchase liability insurance covering the Association's Directors and Officers, if such insurance is available.

The premiums of all insurance policies purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the Members through the periodic Assessments against each Lot.

Section 4.06. Utility Services. The Association may contract with public or private utility companies for purposes of supplying utility services to the Properties and may assess the costs and expenses charged to such utility companies as part of the Assessments or as a Special Assessment....

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.01. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot within the Properties, hereby covenants (subject to the provisions of Sections 5.12 and 5.05 hereof), and each Member owning a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Common Areas as provided for herein, including such reasonable reserves as the Association may deem necessary, special assessments as provided in Sections 5.02 and 5.04 hereof, and assessments for maintenance to be fixed, established and collected from time to time as provided herein. The annual, special and

other assessments, together with such 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 property against which each such assessment is made. Each assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be a personal obligation of the person who is the Owner of such property at the time when the assessment fell due. All assessments, both regular and special, by the Association shall be against all Lots subject to its jurisdiction equally, except as otherwise provided in this Declaration. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas or otherwise.

Section 5.02. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the promotion of the health, safety and welfare of the Members of the Association and their families residing with them, their guests and tenants, and the families and guests of tenants; and for the improvement, maintenance, and insurance of the Common Areas; and for the payment of ad valorem taxes, in the event that Pickens County should levy and bill the Association directly.

Section 5.03. Maximum Annual Assessments.

(a) The Board of Directors of the Association shall fix the assessments (not in excess of the maximum specified herein), which shall be an amount determined in accordance with projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. Until January 1, 1997, the maximum annual assessment shall be Three Hundred Seventy Dollars (\$370.00) per Lot.

(b) From and after January 1, 1997, the maximum annual assessment may be increased each year without vote of the membership by the greater of ten percent (10%) or the percentage increase, if any, in the Consumer Price Index, U.S. City Average (the "CPI"), all items, published by the Bureau of Labor Statistics of the United States Department of Labor; or, if publication of such index is discontinued, the most nearly comparable successor index thereto. If the CPI is used, the maximum annual assessment shall be determined by multiplying the annual assessment then in effect by the CPI for the most recent month available and dividing the product by the CPI for the same month during the immediately preceding calendar year. No decrease in the maximum annual assessment shall be required because of any decrease in the CPI.

(c) From and after January 1, 1997, the maximum annual assessment may be increased by more than the amount

specified in subparagraph (b) above only by as a vote of two-thirds of each class of membership at a meeting duly called for this purpose.

(d) 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, on whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement including fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of each class of membership who are voting in person or by proxy at a meeting duly called for that purpose.

(e) Written notice of any meeting called for the purpose of taking any action authorized under this section shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all 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 sixty (60) days following preceding meeting.

Section 5.04. Additional Assessments for the Master Association or for Special Taxing District. Funds necessary for the operation of a master homeowners' association or assessments by Pickens County pursuant to a Special Taxing District may be levied as additional assessments upon no less than thirty (30) days' written notice. Such assessments shall be paid for the operation of a Country Walk master association, if one is created, or a special Taxing District established to pay taxes assessed against the Common Areas and/or to maintain and improve the said Common Areas.

Section 5.05. Rate of Assessment. All regular and special assessments shall be fixed at a uniform rate for each Lot; provided, however, that until such time as the Class B Membership converts to Class A Membership, the maintenance costs for the unsold Lots chargeable to the Developer will be determined as follows: The total amounts charged for common expenses to Lot owners who have taken title to same will be deducted from the total common expenses as incurred by the Association and the difference will be paid by the Developer as its contribution to cover the common expenses for the unsold Lots. The Association shall have a lien upon all unsold Lots until such difference is paid; such lien to be enforceable in accordance with this Article. After the Class

B Membership converts to Class A Membership, the Developer will pay the same assessment for common expenses on each of its Lots as every other owner does. Nothing in this Section 5.05 shall be construed to require a Lot Owner other than the Developer to pay more than the maximum annual assessment in Section 5.03 above except in accordance with that Section. Nor shall this Section 5.05 be construed to require a Lot Owner other than the Developer to pay more than his proportionate share (based on the total number of lots in Country Walk) of the estimated operating budget for the year in question, which budget shall be determined as if all Lots in Country Walk were occupied and the Association were in full operation.

Section 5.06. Date of Commencement of Assessments; Due Dates.

The assessments provided for herein shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment. The assessments shall be payable in advance in one payment or in monthly or quarterly installments if so determined by the Board.

Section 5.07. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period; and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand, at any time furnish to any Owner liable for said assessment a certificate, in writing, signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5.08. Effect of Non-Payment of Assessment; the Lien; Personal Obligation; Remedies of Association. If any assessment is not paid on the date when due, such assessments shall then become delinquent, and interest at the rate of eighteen (18%) per annum shall be added to such assessment. If the assessment is not paid within thirty (30) days after the due date, the Board of Directors of the Association, at its discretion, may, upon five (5) days notice, declare due and payable all assessments applicable to the Owner's Lot for the year in which the delinquency occurs. The assessment when due, the interest charge when imposed, and the accelerated assessment for the year if and when such assessments are accelerated, shall become a continuing lien on the parcel of

real property in the hands of the Owner, his heirs, devisees, personal representatives, and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment was levied.

If the assessment is not paid within thirty (30) days after the due date, the Association may at any time thereafter (whether or not assessments for the year are accelerated) bring an action to foreclose the lien against the Lot in like manner to a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such assessment the Association's cost of preparing and filing the complaint in such action, all court costs, attorneys' fees and other legal costs, including attorneys' fees in connection with any appellate proceedings arising out of any suit for collection or enforcement. In the event a judgment is obtained, such judgment shall include interest on the assessment (including all costs as described in the preceding sentence) from the date such action is filed.

Section 5.09. Subordination of Lien to Mortgages. The lien securing payment of the assessments provided for in this Article in favor of the Association shall be a lien superior to all other liens, save and except for tax liens and first mortgage liens which are amortized in monthly or quarter-annual payments over a period of not less than then (10) years. 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 the payments which become due prior to such sale or transfer; provided, however, that the personal obligation of the person who was owner prior to such transfer shall continue in full force and effect. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 5.10. Working Capital Contribution. all Class A Members will pay to the Association a Working Capital Contribution equal to three (3) times the monthly assessment on a Lot at the time the working Capital Contribution is made. The purpose of the Working Capital Contribution is to provide funds for prepaid expenditures. The Budget shall be so structured as to assure the replenishment of this Fund during the course of each fiscal year.

Section 5.11. Collection of Assessments. The Association shall be responsible for the collection of the periodic assessments to the Association.

Section 5.12. Exempt Property. The Board of Directors of the Association shall have the right to exempt property subject to this Declaration from the assessments, charges, or liens created herein

if such property is used (and so long as it is used) for any of the following purposes:

- (a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Areas;
- (c) All properties exempted from ad valorem taxation by the laws of the State of South Carolina, to the extent agreed to by the Association.

No land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens under this Section 5.12. Any owner of any property exempted under this Section 5.12 shall not have any membership rights with respect to the exempted property as long as the property is exempted, but shall otherwise be subject to the provisions of this Declaration.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.01. Scope of Article VII. This Article shall apply to requirements of Owners other than the Developer.

Section 6.02. Submission of Plans. No home, building, fence, wall, swimming pool, aerial, antenna, sewer, drain, disposal system, paving or other structure shall be commenced, erected, placed, or maintained upon any of the Properties, nor shall any addition to, or change or alteration therein, be made until the plans, specifications, and location of same (hereinafter referred to as the "Plans") shall have been submitted to the Architectural Control Committee (hereinafter referred to as "ACC") of the Association and approved in accordance with the procedure set out in Section 6.03. The ACC shall issue guidelines to the Owners from time to time.

Section 6.03. Procedure.

(a) The Owner seeking approval must obtain approval of the Plans by the ACC in writing before making the addition, change, improvement or alteration. The failure of the ACC to render a written decision within thirty (30) days after the submission shall be deemed to be approval of the Plans.

(b) In the event the ACC disapproves the Plans within thirty (30) days after the submission, then the Owner seeking approval must use the following appeal procedure in seeking a reversal of such decision:

(i) The Owner seeking approval must make a written request within thirty (30) days after the ACC's written decision of disapproval to the Board of Directors of this Association.

(ii) A reversal by such Board of the ACC's written decision of disapproval or a failure of such Board to render a decision within forty (40) days after such written request is received by such Board (which shall be deemed to be an approval by such Board of the Owner's request), shall be dispositive of the issue with respect to the necessity of the ACC's approval.

(ii) In the event that such Board approves the ACC's decision of disapproval, then such Owner shall have the right, upon making a written request to the Secretary within the required time for notice of membership meetings, to have the matter placed upon the agenda for the next membership meeting, to have the Board's decision reviewed by the membership of the Association.

(c) In the event the Owner seeking approval fails to meet any of the time requirements above for appeal, then the decision of disapproval shall be deemed final and dispositive of the issue and such Owner shall have no further right to have the matter considered.

Section 6.04. Criteria.

(a) The ACC shall adopt criteria from time to time for making decisions relating to approval or disapproval of additions, changes, improvements or alterations. Such criteria may be amended from time to time by the ACC. Each Lot Owner, his heirs, successors and assigns, (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) shall be bound by such criteria or any amendments or revisions thereof, notwithstanding the fact that such criteria, amendments or revisions are adopted after the Lot Owner purchases his Lot.

(b) Such criteria may include but shall not be limited to considerations as to size, style, color, conformity of design, location, relationship with surrounding structures, impact on neighboring Lots, aesthetic qualities and quality of construction.

(c) It is intended that the ACC have flexibility in determining criteria based on the existing structures at the time the members of the ACC are sitting; provided, however, that no amendments or revisions of the criteria shall be applicable to a request for approval of an addition, change, improvement or alteration received by the ACC prior to the adoption of such amendment or revision.

Section 6.05. Compliance with Law. Even though such addition, change, improvement or alteration had been approved, it shall conform to the applicable laws and codes then in effect promulgated by the City of Clemson or its successor.

Section 6.06. Naming of members of the ACC. The Developer shall establish an Architectural Control Committee (the "ACC") which shall consist of three (3) members. The three (3) members shall be appointed by the Developer until such time as one hundred percent (100%) of the Lots are sold or until the Developer, in its sole discretion, transfers control of the ACC functions to the Association. The regular term of office for each member shall be one (1) year. Any member appointed by the Developer may be removed with or without cause by the Developer at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the terms of the former members. When control of the ACC functions is transferred to the Association, members of the ACC shall be elected by the Board of Directors of the Association and any member so elected may resign or be removed by the Board in the same manner as provided in the By-Laws of the Association for the resignation and removal of officers of the Board.

The ACC shall select its own chairman and he, or in his absence, the vice-chairman, shall be the presiding officer of its meetings. All meetings shall be held upon call of the chairman at the offices of the Association in Pickens County, South Carolina or at such other places as may be designated by the chairman. Three (3) members shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the members of the ACC present at the meeting at which there is a quorum shall constitute the action of the ACC on any matter before it. The ACC shall operate in accordance with its own rules of procedure and guidelines which shall be filed with the Association and maintained in the records of the Association. The ACC may split itself into panels of two (2) or more members which shall act in its behalf and perform duties delegated to it by the ACC.

The ACC is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, and/or attorneys and other professional consultants as it determines necessary to advise and assist the ACC in performing the design review functions herein prescribed.

The ACC may adopt, promulgate, amend, revoke and enforce guidelines, hereafter referred to as the "Architectural Guidelines", for the purposes of 1) governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions hereof; 2) governing the procedure for such submission of plans and specifications; 3) establishing policies with respect to the approval and disapproval of all proposed uses and all construction or alteration of any structure on any Lot or Common Area. The ACC shall make a published copy of its current Architectural Guidelines readily available to members and prospective members of the Association.

ARTICLE VII

RULES, REGULATIONS AND RESTRICTIONS

Section 7.01. Rules and Regulations. Every Owner's use and enjoyment of his Lot shall be subject to such rules, regulations and restrictions as are adopted by the Board of Directors of the Association with respect to the use by an Owner of his Lot.

Section 7.02. Restrictions: Covenants Running with the Land. The agreements, covenants, and conditions set forth in the rules and regulations adopted by the Board of Directors shall constitute an easement and servitude in and upon the Properties and every part thereof, and they shall run with the land and shall inure to the benefit of and be enforceable by the Association and/or the Owner(s) and failure to enforce any building restrictions, covenants, conditions, obligations, and reservations, rights, powers, or charge hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not, however, give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

Section 7.03. Remedies for Violation. Violation or any breach of any condition, restriction or covenant set forth in said Rules and Regulations shall give the Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions, or covenants, and to prevent the violations or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Association in seeking such enforcement. The invalidation by any court of any of the Restrictions herein contained shall in no way affect any of the other Restrictions, but they shall remain in full force and effect.

Section 7.04. Transaction of Business by Developer. Notwithstanding any other provision in this Declaration, the Developer is irrevocably empowered to sell, lease, or rent Lots on any terms to any purchasers or lessees for as long as it owns any Lot in Country Walk. The Developer shall have the right to transact any business necessary to consummate sales of said Lots, including but not limited to the right to maintain model Lots, have signs, have employees in the offices, use the Common Areas and show Lots. Sales office signs and all items pertaining to sales shall not be considered property of the Association and shall remain the property of the Developer.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01. Duration. The covenants and restrictions hereof shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a term of thirty (3) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 8.02. Notices. Any Notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

Section 8.03. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 8.04. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Owners. Developer shall have the right, at any time and from time to time within five (5) years from the date hereof, to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein, or to change or add provisions to this Declaration for the purpose of meeting the

requirements of governmental agencies, so long as such amendments to not materially affect the rights of Owners, lienors or mortgagees. Such Amendment need be executed and acknowledged by the Developer only, and need not be approved by the Association, Owners, lienors or mortgagees of units, whether or not elsewhere required for Amendments. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection. No amendment shall alter any of the provisions of this Declaration which concern assessments without the prior approval of Pickens County.

Section 8.05. Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 8.06. Withdrawal. Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 8.07. FHA/VA/FNMA/FHLMC Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: mergers and consolidations, mortgaging of Common Area, dedication to a public body of any Common Area, amendment of this Declaration, and annexation of any additional properties. Further, the above actions will require prior approval of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, where either of such entities has an interest.

Section 8.08. Leases. Any lease agreement relative to any Lot shall be for a term of no less than six (6) months and shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration and that any failure by the lessee to comply with terms of this Declaration and the rules and regulations in effect from time to time is a default under the lease. All leases shall be in writing with a copy to be sent to the Board of Directors.

Section 8.09. Encroachments. In the event any portion of any Lot encroaches upon the Common Areas as a result of the construction, reconstruction, repair, shifting, settlement or moving of any portion of the Properties, a valid easement for the encroachment, and for the maintenance of the same, shall exist so long as the encroachment exists. Likewise, if any portion of any roof or of any air conditioning equipment of any unit overhangs and thereby encroaches upon the Common Areas or another Unit, then a valid easement for the encroachment, and for the maintenance of same, shall exist so long as the encroachment exists.

Section 8.10. Cause of Action. The failure of any Owner to comply with the provisions of this Declaration will give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages, or for injunctive relief, or both.

Section 8.11. Standards for Consent, Approval, Completion, Other Actions and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer, the Association or the Architectural Control Committee, such consent, approval, or action may be withheld (except as it relates to matters regarding taxes or maintenance) in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed by the Developer, the Association, or the Architectural Control Committee, shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the sole and unfettered opinion of the Developer, the Association, or the Architectural Control Committee, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel of the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 8.12 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-laws of the Association and the Articles shall take precedence over the By-laws.

Section 8.13. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Pickens County, South Carolina.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 23rd day of March, 1995.

ATTEST:



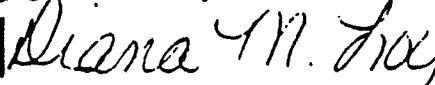
CESI CORP.


Secretary

By: 

Charles K. Cheezem,
President

WITNESSES:




Diana M. Harper

STATE OF SOUTH CAROLINA)

P R O B A T E

COUNTY OF PICKENS)

PERSONALLY appeared the undersigned witness and made oath the (s)he saw the within named sign, seal and as his act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 23rd
day of March, 1995.

James E. Miller

NOTARY PUBLIC FOR SOUTH CAROLINA

My comm. expires: 10-22-2002

Diana M. Cooper

Exhibit "A"

ALL those certain pieces, parcels or lots of land lying, situate and being in the State of South Carolina, County of Pickens, being shown and designated as Lots 1 through 41 on a plat for Phase I, Country Walk prepared by John R. Long, PLS #6270, dated September 24, 1994, and recorded October 14, 1994, in Plat Book 67 at Pages 32 and 33 in the office of the RMC for Pickens County, South Carolina.





ARCHITECTURAL

GUIDELINES

FOR

COUNTRY WALK

(Recorded 03/24/95 : Deed Book 273, pg. 303)

TABLE OF CONTENTS

1. INTRODUCTION	1
Architectural Control Committee	2
Responsibilities	3
ACC Policies	4
2. PLAN REVIEW PROCESS	6
General Information	7
Step 1-Prior to Construction	7
Step 2-Prior to On-Site Start of Construction	9
Step 3-Seven Days Prior to Driveway and Sidewalk Being Poured	9
3. DESIGN and BUILDING GUIDELINES	10
Swimming Pools, Accessory Structures Play Equipment and Decorative Objects	19
4. SOLAR GUIDELINES	19
5. CONSTRUCTION and SERVICE PERSONNEL RULES	20

ARCHITECTURAL

GUIDELINES

FOR

COUNTRY WALK

COUNTRY WALK ARCHITECTURAL GUIDELINES

I. INTRODUCTION

Country Walk is a residential community of unusual distinction and beauty. This did not just happen. It has been planned and designed to be this way. Building your home at Country Walk should be an exciting and pleasurable experience. Your home represents a major investment, and the quality of design is very important. Because of our unique community design goals, it is our objective to encourage the design of beautiful homes and landscaping which are in harmony with these goals and with the beautiful environment in which our community is taking root.

These DESIGN GUIDELINES have been prepared to assure long term community quality by assisting homebuyers, architects, builders and residents of Country Walk in the design and construction process. It is not the intent of the DESIGN GUIDELINES to make judgments as to what is beautiful, but to coordinate architectural diversity while creating a blend of home styles which enhance a community. The ultimate result will be to help protect your investment and property values while creating a cohesive residential character and appeal.

The Country Walk "Declaration of Covenants, Conditions and Restrictions", and the ARCHITECTURAL GUIDELINES were carefully prepared to provide a residential community of unmistakable appearance. Architectural plans for each house will be reviewed by the Country Walk Architectural Control Committee (ACC) and must be approved by the ACC prior to beginning construction. A representative of Country Walk is available to help you interpret this information, offer suggestions about your house concept, and assist you in contacting qualified people for design and construction. We urge you to meet the Architectural Control Committee Representative as early as possible following your decision to purchase in Country Walk. It is the best way to understand the design requirements and to be updated on any design guideline modifications.

THE ARCHITECTURAL CONTROL COMMITTEE

PURPOSE:

One of the most effective methods of assuring the protection of a quality lifestyle as well as individual property values, is through the establishment of high standards of design. In order to accomplish this objective, the Architectural Control Committee (ACC) reviews all plans and specifications for all new construction, house siting and landscaping. Each set of plans and specifications is evaluated on an individual basis to insure a compatible mix of homes and aesthetic details in keeping with the theme of the community.

MEETINGS:

The Architectural Control Committee shall meet as necessary to review plans and specifications received within fourteen days of receipt.

MODIFICATIONS:

After completion of any new construction, any modifications, alternations or additions will be reviewed and acted upon by the ACC.

RESPONSIBILITIES:

1. To establish architectural motifs and exterior design theme.
2. To establish design standards and guidelines for the protection of enduring property values and provide the best possible safeguards for continuing appreciation.
3. To review all plans and specifications for compliance with design criteria and with the Declaration of Covenants and Restrictions.
4. To assure compatible architectural designs and harmonious relationships with neighboring property and land use.
5. To require high standards of design and quality construction.
6. To establish fees for the review of plans and specifications as may be required.
7. To assure that all properties are properly maintained as prescribed by the Declaration.
8. To monitor violations of design criteria and take appropriate Action to correct any violation.
9. To amend design criteria as maybe required from time to time.
10. To contact those builders who plans and specifications require changes. To provide reasonable assistance and recommendations for changes to bring plans and specifications into compliance with criteria and covenants.
11. To inspect the completed house construction to insure compliance of the approved plans and specifications
12. To maintain copies of plans, specifications, design documents and related records.

ACC POLICIES

POLICY STATEMENT:

Property in Country Walk is subject to certain restrictions as further defined in the Declaration of Covenants. The ACC does not seek to restrict individual taste or preferences. In general, its aim is to avoid harsh contrasts in the landscape and architectural theme of Country Walk and to foster thoughtful design so that there is harmony within the neighborhood. The ACC intends to be fair and objective in the design review process and maintain a sensitivity to the individual aspects of design.

LIMITATIONS:

The primary goal of the ACC is to review the applications, plans, specifications, materials and samples submitted, to be determined if the proposed structure conforms in appearance and construction criteria with the standards and policy as set forth by ACC. The ACC does not assume responsibility for the following:

1. The structural adequacy, capacity or safety features of the proposal improvement or structure.
2. Soil erosion, uncompactable or unstable soil conditions.
3. Compliance with any or all building codes, safety requirements, governmental laws, regulations or ordinances.
4. Performance or quality of work of any contractor.

APPEAL:

The builder must notify the ACC prior to making any changes on approved plans. A letter with applicable support data must be submitted to the ACC file. Any major deviations (as solely determined by the ACC) may require approval prior to commencement of changes.

VARIANCES:

All variance requests shall be made in writing. Any variance granted shall be considered unique and will not set any precedent for future decisions.

CONSTRUCTION INSPECTIONS AND CORRECTIONS:

Periodic inspections may be made by the ACC while construction is in progress to determine compliance with the approved design documents. Once a builder has received written notice of any problem to be corrected, he/she has 30 days in which to comply. The ACC is empowered to enforce its policy, as set forth in the Declaration and this Manual, by any action, including an action in a court of law, to insure compliance.

INDEMNITY CLAUSE:

Neither the Architectural Control Committee nor any member thereof shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, approval of plans and specifications by the Architectural Control Committee shall not be deemed to represent or warrant to any person the quality, function or operation of any structure or of any construction, workmanship, engineering, materials or equipment. Neither the Architectural Control Committee nor any member thereof shall be liable in damages or in any other respect to anyone submitting plans or specifications for approval or disapproval or failure to approve or disapprove any such plans or specifications. By submission of such plans and specifications to the Architectural Control Committee, every owner of a lot releases and agrees to indemnify and to hold harmless the Architectural Control Committee and every member thereof from and against any such alleged liability, claim and/or damage, including, but not limited to, reasonable attorney's fees and costs.

PLAN REVIEW PROCESS

PLAN REVIEW PROCESS

GENERAL INFORMATION:

- * A set of Construction Documents are to be submitted to the on-site agent prior to the announced Design Review meeting. After the plans are reviewed, they will be available at the sales office and may be picked up by the owner.
- * A \$150.00 architectural control fee will be collected from the owner at time of submission.
- * Construction Documents are to be approved prior to commencement of any construction.
- * Two sets of plans are required for every home. Approval of plans and specifications shall be governed by the terms and provisions of the Declaration. Builder agrees to construct the residence in accordance with such plans and specifications.

STEP ONE - PRIOR TO CONSTRUCTION:

1. Plan submittal form Submit prior to lot clearing.
2. Preliminary site plan
 - * Scale 1" = 20'
 - * Property Lines
 - * Building setbacks
 - * Easements and right of ways
 - * Foundation outline, indicating distance to property lines
 - * Pool, decks, patios, walkways
 - * Existing grade/finished floor elevations
 - * Walls (if applicable)
 - * Sidewalks
 - * Drainage Delineation's
3. Floor Plans
 - * Scale 1/4" = 1'0" (Heated sq. footage required on all plans)

4.. Exterior Elevations

- * Scale 1/4" = 1'0" (front elevation mandatory)
- * All sides and rear allowable at 1/8" = 1'0"
- * Relationship of finished elevation to finished grade
- * Roof pitch must be indicated

5. Specifications showing the nature, kind, shape, height, materials, exterior finishes and colors of all proposed structures. The following items are minimum submittal requirements.

- a. Final Exterior elevations: specifications, materials, color chip
- b. Roof: structure, materials, color chip
- c. Face and Trim: section details, materials, brick, color chip
- d. Exterior Doors and Garage Door: specifications, materials, color chip
- e. Driveway: Driveway layout, to be kept 2' from property line (Provide sample if material other than concrete)
- f. Patios, Decks, Balconies, Porches: specifications, materials, color chip
- g. Fences/Walls: design, details, materials, color chip
- h. Screen Enclosures: structure, materials, color chip
- i. Pool and/or Fencing: A site plan is required prior to installation

Note: Exterior surfaces will generally be comprised of natural materials that are compatible with the existing natural landscape.

STEP TWO - PRIOR TO ON-SITE START OF CONSTRUCTION

Prior to start of construction, an ACC member is to be notified so that an appointment for an on site review can take place to discuss the approved plans.

STEP THREE - SEVEN DAYS PRIOR

TO DRIVEWAY AND SIDEWALKS BEING POURED

1. Landscape plan must be approved within 7 days prior to pouring driveway and shall include:
 - * Scale 1/8" = 1'0" or 1" = 10'
 - * Plant Material (indicated quantity/size/type)
 - * Grading and Storm Water Run-off Control
 - * Surface Material
 - * Tree Survey (locate existing trees with a diameter of 3" or greater). Clearing of building envelope (10' around building pad) and driveway will be permitted. At least 20% of the lot will remain natural. No tree greater than 4" diameter can be removed without approval of the ACC.
 - * Bermuda, Centipede or Zoysia sod will be placed in all front yards. Side yards adjoining a public street will also be sodded. Rear yards may be seeded with Bermuda, Centipede, Zoysia or Fescue.

DESIGN AND BUILDING

GUIDELINES

DESIGN BUILDING GUIDELINES

GRADING AND DRAINAGE:

Paved areas shall be designed so that surface water will be collected at intervals in a manner that will not obstruct the movement of vehicular or pedestrian traffic.

SIZE OF RESIDENCE / SETBACK CRITERIA:

No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ACC. The purpose of this approval is to assure that the home is placed on the lot in its most advantageous and aesthetically pleasing position.

There shall be no less than 20 feet between residences.

- * Each architectural design shall be considered on an individual basis with specific emphasis on impact and harmony with surrounding homes and styles. The overall intent is to maintain a feeling of open green space between units.
- * Minimum requirements are as follows:
 - a) Setbacks
 - Front Yard 25 feet
 - Rear Yard 30 feet
 - Side Yard (interior) 10 feet
 - Side Yard (corner) 10 feet (unless joining a public roadway then setback is 20 feet)
 - Building Line Is measured from any part of the structure that protrudes (i.e., cornice drip line, fire place)
 - b) Min. Roof Overhang 1 foot
 - c) Min. Roof Pitch 8 to 12
 - d) Max. Building Hgt. 45 feet above average natural grade (Top of Roof)
 - e) Min. Driveway Width 11 feet
 - f) Min. Square Footage
 - (Phase 1 & 2) 1600 Heated Sq. Ft. for Single Story
1900 Heated Sq. Ft. for Two-Story with 1300 Heated Sq. Ft. on Main Level
 - (Phase 3 & 4) 1900 Heated Sq. Ft. for Single Story
2100 Heated Sq. Ft. for Two-Story with 1500 Heated Sq. Ft. on Main Level

ELEVATIONS:

- * Elevations that are similar in appearance must be separated in the street scape and cannot be across from another or on a cul-de-sac.
- * Elevation approval shall consist of review of front, sides and rear elevations.

EXTERIOR MATERIALS AND COLORS:

- * Exterior artificial, simulated or imitation materials shall not be permitted without the approval of the ACC.
- * The use of the following items are appropriate:
 - a) Masonry Brick, ceramic, stone
 - b) Metals Factory finished in durable anodized or baked-on enamel, wrought iron or copper
 - c) Stucco Sand finish or texture
 - d) Wood Timbers, boards, tongue and groove, wood siding, rough sawn lumber, wood shingles and shakes and beaded mahogany
 - e) Vinyl Lap or beaded with a minimum panel thickness of .044 mills
- * All exterior elevation materials are to be consistent with the front material. When stucco or brick is used, all four sides must be the same unless approved by the ACC.
- * All siding specifications are to be approved by the ACC.
- * Enhancement of siding by the use of brick, stone or stucco is strongly encouraged.
- * The color of exterior materials must be generally subdued to enhance the colors of the natural landscape. Earthtones, generally muted are recommended although occasionally accent colors may be used with restraint.

FOUNDATION AND FRAMING:

- * Crawl space foundations are acceptable. No slab construction allowed.
- * All foundations shall be fully enclosed with brick, or stone. Cement block or coated cement block is not permitted.
- * First floor ceiling height of 9 feet is desirable

WINDOWS:

- * Windows shall be wood, vinyl, vinyl clad or painted aluminum and shall have clear or gray tinted glass. No mill-finished aluminum will be permitted. No reflecting glass permitted.
- * Double pane windows are recommended. Applied storm windows are not permitted. Integral storm windows are approvable.
- * Windows shall contain colonial grids with frames of an approved color. Sliding glass doors which are viewed from a public right-of-way shall also contain colonial grids.
- * Window trim and proportions will be reviewed by the ACC.

ROOFS:

- * The minimum acceptable roof pitch is 8 to 12
- * Roof stacks and plumbing vents shall be painted black and placed on rear slopes of the roofs.
- * Architectural roofing must be used. Black or dark gray colors are recommended. No light colored roofs shall be permitted.
- * Suggested roofing materials are dimensional, #240 shingle or better.
- * Solar water heating panels shall be reviewed on an individual basis.
- * Dormer details are to be reviewed for specific exterior conditions.

BUILDING RESTRICTIONS:

- * Bright finished or bright plated metal exterior doors, windows, or window screens, louvers, exterior trim or structural members shall not be permitted.
- * All screening and screen enclosures shall be constructed utilizing anodized or electrostatically painted-aluminum or fiberglass screening.
- * Wood front doors are recommended.
- * Decks must be cedar, red wood or pressure treated wood. (Suggested painting or staining vertical surfaces)

- * Bays and box windows at first floor shall not be cantilevered on the front or side elevations. Cantilevered bays on the second floor front side elevations are allowed but require brackets or scallop support.

GARAGES, GARAGE DOORS, DRIVEWAYS, WALKWAYS, SIDEWALKS AND EXTERIOR LIGHTING:

- * All plans must have side-entry garages unless other wise approved by the ACC. A two-car garage is required for all homes. Carports are not permitted. All garages must be a minimum of twenty (20) feet by twenty (20) feet with 100 square feet of additional storage. A single garage door must be a minimum of nine (9) feet and double doors must be a minimum of sixteen (16) feet.
- * Minimum driveway width is eleven (11) feet for side entry. Driveway and turnaround will be at least two (2) feet from property line.
- * No curb side parking areas may be created by extending any portion of the street pavement.
- * Garage doors shall be panelized steel, fiberglass, wood or hardboard.
- * No exterior lighting shall be permitted which in the opinion of the ACC would create a nuisance to the adjoining property owners.
- * All driveways will be constructed of concrete, brick or concrete brick pavers.
- * All walkways from driveway to house will be construction of concrete, stone or masonry paver. Front concrete walkways are allowed to connect to common sidewalk.
- * Chimneys will be constructed of brick, stone or stucco; no siding allowed.

AWNINGS, FENCE WALLS AND CHIMNEYS:

- * Awnings and canopies must have ACC approval.
- * All proposed fences or privacy fences must be approved by the ACC prior to installation. No fence may exceed six (6) feet in height and must be set back one (1) foot from the side and rear lot lines.
- * Walls that are an integral part of the residential design are permitted. The height and setback restrictions are the same as fences.
- * Fencing of the front yard is permitted, with the written approval of the ACC.
- * Fence material must be wood, masonry with synthetic stucco, brick, stone, or wrought iron. The finished side will show to the exterior.
- * No chain-link fencing is allowed.
- * All chimneys or other fireplace structures on the exterior of the dwelling shall begin at ground level unless otherwise approved by the ACC. Cantilever fireplaces are not allowed on exterior elevations.
- * Each chimney cap design will be approved by the ACC.
- * Metal pre-fabricated fireplaces are approved.
- * Water softeners, trash container, sprinkler controls and other similar utilitarian devices permitted are to be fenced or walled, provided they do not extend into setback and are properly screened from view in a manner approved by the ACC.

LANDSCAPE:

It is the purpose of this section to establish certain requirements and regulations that will insure a minimum standard for functional and aesthetic landscape treatments for Country Walk. This proposed treatment of landscaping is composed of living and non-living elements which, properly and effectively combined, will greatly enhance the man-made and natural environment. The commissioning of a registered landscape architect is recommended to provide harmony with the surrounding landscape.

- * Landscaping and irrigation allowance is to follow the set minimum, \$4,000 for Phase I and II and \$5,000 for Phase III and IV.
- * Front yards and side yards of corner lots are to be sodded with Centipede, Bermuda or Zoysia grass.
- * Back yards may be seed, Centipede, Bermuda, Zoysia or Fescue.
- * Retaining walls in front of a house shall be the same finish as the house unless otherwise approved by the ACC.
- * Landscape timbers may be used for back of the house.
- * Minimum requirements for landscaping are as follows:
 - a) One tree per 2,800 square feet of gross lot area. Existing trees may be used to meet this requirement.
 - b) Twenty-five percent of the lot must be planted with approved shrubs and groundcovers complementing the structures and providing screening and buffering as required. The balance of the lot will be sodded with grass.
 - c) Fifty percent of all trees and shrubs must be native to South Carolina. Seventy-five percent of trees shall be canopy trees and twenty-five percent shall be ornamental or understory trees.

- d) Minimum size for canopy trees is 3" d.b.h. (d.b.h. is measured at 4.5' above finished grade), 10'-12' height with a 4'- 6' spread. The minimum size for understory or accent trees is 2" caliper, 6'-8' height. Smaller accent trees may be approved by ACC upon review of the Landscape Plan. Minimum size for shrubs shall be 1 gallon containers, however accent materials are recommended to be 3 to 7 gallon container size. Minimum size for groundcovers is a 4" pot and a 4" pot for annuals.
- e) Minimum spacing for canopy trees is twenty feet and ten feet for ornamental or understory trees. Maximum spacing for shrubs is typically 36", however spacing for shrubs may vary and will be reviewed on an individual basis. Maximum spacing for groundcovers is typically 24".

IRRIGATION:

All residential home site lots will install and maintain an underground irrigation system in the front and side yards adjoining a public right of way. An irrigation plan must be submitted to the ACC for review and approval. The plan shall indicate the location, type and size of automatic and manual valves, valve boxes, spray heads, rotor heads, mainline piping, lateral zone piping, timeclock, wiring, etc for 100% overlap coverage of all landscape materials and turf areas.

MAINTENANCE:

It shall be the responsibility of the homeowner to properly maintain all trees, shrubs, groundcovers, turf and irrigation. In the event that any tree shrub, groundcover, or turf area exhibits signs of decline or pest infestation, the homeowner shall take immediate action to remedy the problem. If trees, plant materials or turf "dies", then the homeowner shall immediately remove the dead material and replace with new material to meet the specifications of the original landscape plan. The homeowner may propose a substitute to the ACC for the material being replaced. The irrigation system shall be monitored to apply the correct amount of water for trees, shrubs, groundcovers and turf areas. No overspray of walks, streets or adjacent properties is permitted.

AIR CONDITIONERS, GARBAGE AND TRASH CONTAINERS:

- * All air conditioning units shall be shielded and hidden by landscaping so that they shall not be visible from any street or adjacent property.
- * Window and/or wall air conditioning units shall not be permitted.

MAILBOXES, SIGNS, ANTENNAS AND FLAGPOLES:

- * All mailboxes must conform to the United States Postal Service regulations and must be approved by the ACC prior to construction. The mailbox construction shall be of the same materials (or compatible materials) as the architectural materials of the residence and walls. Location of the mailbox will conform to the Postal Service guidelines and ACC review. Overall height of the mailbox shall not exceed five (5) feet in height. The address number will be placed on the mailbox as directed by the Postal Service.
- * Outside antennas or satellite dishes of any type or size will not be permitted unless approved by ACC and are no larger than 24" in diameter.
- * A flagpole will be permitted, subject to ACC approval or placement and design. No flagpole shall be used as an antenna.
- * All signs, billboards and advertising structures with the exception of realtor or builders signs are prohibited on any lot except with the written permission of the ACC. The ACC may determine the size, color, content and location of any sign. All signs shall be a maximum of six (6) square feet. No sign shall be nailed or attached to a tree.

SWIMMING POOLS, ACCESSORY STRUCTURES, PLAY EQUIPMENT AND DECORATIVE OBJECTS

- * Above ground pools shall not be permitted. Swimming pools shall not be permitted on the street side of the residence. Pool screening and decks must be no closer than five (5) feet from the property unless approved by the ACC.
- * Accessory structures, such as playhouses, tool sheds or dog houses may be permitted but must receive specific written approval of the ACC before installation.
- * All playground equipment shall be placed to the rear of the residence and only with the approval of the ACC.
- * No decorative objects such as sculpture, birdbaths, fountains and the like shall be placed or installed on the street side of any lot without approval of the ACC.
- * Clotheslines are prohibited.

SOLAR GUIDELINES

A request to the ACC for solar collectors will be considered on an individual basis and will be based on architectural design, land use and size requirements. The most acceptable installation, architecturally, is one that is installed at the same pitch of the roof and is not facing the front of the residence. The solar collectors must match the roof as near as possible.

CONSTRUCTION AND SERVICE PERSONNEL RULES

The following Rules shall apply to all employees of COUNTRY WALK Contractors and Service Personnel while on the premises.

1. All Construction and service personnel shall sign in at the main gate, and park in designated areas on the project. No parking is allowed in the street. Vehicles parked in street may be towed at owners's expense. Access for construction will be limited from 7:00 a.m. to 7:00 p.m., Monday through Friday and from 7:00 a.m. to 5:00 p.m. on Saturday, except on certain holidays. Exterior work will not begin on Saturdays until after 9:00 a.m. There will be no exterior construction work on Sundays and national holidays.
2. Material deliveries and debris hauling from the site must be cleared with the COUNTRY WALK staff. Alternative routes maybe imposed by the COUNTRY WALK staff.
3. Field offices will not be permitted for more than ninety (90) days and after written approval from the ACC.
4. Jobsites shall be kept in as near and clean condition as possible during construction operations. Trash and discarded material shall be removed daily by the contractor. Trash and discarded debris shall be removed to an off-site location and disposed of in a legal manner. No dumping, littering or polluting of any COUNTRY WALK areas will be allowed. In the event that trash and debris accumulates and is not disposed of in a timely manner, the jobsite will be shut down until the site is brought up to standards meeting approval of the ACC.
5. Each builder shall provide and maintain sanitary restroom facilities on-site during construction activity for the use of its workers. All waste material shall be disposed of off-site.
6. COUNTRY WALK reserves the right to charge, fine or expel any builder, sub-contractor or service personnel who willfully or negligently damage, destroy, pollute, harm or steal other property, amenities, equipment, natural resources or wildlife on any area of land within COUNTRY WALK.
7. Any damage to streets, curbs, street lights, street markers, drainage inlets, walls, etc., will be repaired by COUNTRY WALK and such cost will be charged to the responsible contractor or service personnel.

8. All builders, contractors and service personnel shall be properly covered by workman's compensation and all other considerations as required by the City of Clemson and OSHA. Violations of safety standards, work policies or labor laws shall be adequate grounds for penalties, fines, shutdowns, or expulsion from COUNTRY WALK by the ACC.

9. Contractors will only use the utilities provided on the immediate site on which they are working. If any electrical, telephone, cable T.V., water or gas line is cut or damaged in any way, it is the responsibility of the person cutting or damaging the line to report the accident to the appropriate utility within thirty minutes. The builder, subcontractor or service personnel responsible for cutting or damaging the lines will also be responsible for any and all costs required to repair the damaged lines and service.

10. No construction signage other than a builders sign shall be allowed with the exception of the approved signage provided by COUNTRY WALK. Permits shall be posted as required by City of Clemson.

11. No T.V., radios, tape or CD players will be allowed to be played on the jobsite which can be heard from an adjoining lot.

12. No "Work Release" persons will be allowed to be employed within COUNTRY WALK.

13. Children (unless bona fide workers) and pets of contractor and service personnel will not be allowed on-site.

14. Prime contractors and owners/supervisors shall be responsible for the conduct and actions of their employees in COUNTRY WALK. They are responsible to see that discharged employees leave COUNTRY WALK property immediately.

15. COUNTRY WALK, its authorized representatives and the Architectural Control Committee shall be permitted access to all jobsites while under construction to answer questions, to conduct inspections and to monitor construction schedules and compliance with the regulation of the Design.

16. The builder shall notify the ACC, in writing, upon substantial completion of the work, to schedule a final inspection for compliance with the plans approved by the ACC and permitted by the local agencies. Only after sign-off and approval of construction by the ACC can a builder obtain a certificate of occupancy. All construction related equipment, materials and debris, shall be totally removed from COUNTRY WALK. All landscaping, sodding, irrigation and site improvements shall also be satisfactorily completed before final approval by the ACC.