

AIKEN COUNTY, SC	2023028473	RESTRICTIVE COVENANT
RECORDING FEES	\$25.00	
STATE TAX	\$0.00	
COUNTY TAX	\$0.00	
PRESENTED & RECORDED	12-28-2023	11:20 AM
JUDITH WARNER		
REGISTER OF MESNE CONVEYANCE		
AIKEN, COUNTY SC		
BY: QUINLAN BATES		
EK:RB 5131	PG:2081-2109	

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
KEMPER DOWNS PHASE 2 TOWNHOME ASSOCIATION, INC.

THIS DECLARATION is made by METRO HOMESITES, LLC., hereinafter referred to as “Declarant”; and KEYSTONE HOMES, INC., hereinafter referred to as “Keystone”.

WITNESSETH:

Declarant is the developer of certain real property located in Aiken County, South Carolina, which shall be known and described herein as the “**Townhome Lots of Kemper Downs, Phase 2**”, (hereinafter designated as “**Townhome Lots**”, or “**Townhome Lot**”), and more particularly described as follows:

All that tract or parcel of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Aiken, City of Aiken, containing forty-two (42) lots, all as shown on a plat dated February 7, 2023, revised April 3, 2023, prepared by Southern Partners, Inc., for Metro Homesites, LLC, and recorded on May 3, 2023, in the Office of the RMC of Aiken County, S.C., in Plat Book 64, page 941; and further shown on said plat as follows: (Townhome Lots): Lots 2-16 Block D; Lots 19-33, Block D; and Lots 41-52, Block A; reference being made to said plat for a more complete and accurate description of the property hereby conveyed.

To preserve and enhance the property values and quality of life of owners of the properties described herein, and the health, safety and general welfare of the owners of the properties herein, Declarant hereby declares that all of above-described real property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which shall run with the title to the real property for the purpose of protecting the value and desirability thereof. This Declaration shall be binding

upon and shall inure to the benefit of Declarant, its successors and assigns, and all persons who may hereafter acquire any right, title or interest in said real property, or any portion thereof.

ARTICLE I
DEFINITIONS

Section 1. “Declarant” means METRO HOMESITES, LLC, a Georgia corporation, authorized to do business in South Carolina. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless they are specifically set forth in the instrument of succession or assignment or pass by operation of law.

Section 2 (a) “TOWNHOME LOTS OF KEMPER DOWNS, PHASE 2”, means those certain residential properties comprised of the real property hereinabove described above. “Townhome Lot” further means those forty-two (42) lots in which dwellings are adjoining and attached to one or more similar units by shared walls, and designated for ownership and residential occupancy as shown upon the above-referenced recorded plat of KEMPER DOWNS, PHASE 2, consisting of Lots 2-16 Block D; Lots 19-33, Block D; and Lots 41-52, Block A.

(b) Unless the context requires otherwise, the term “Lot” includes all improvements on the Lot and is defined as including properties designated herein as “Townhome Lots”. “Home” means the improvements on a “Lot” intended for use and occupancy as a residence.

Section 3. “Association” means “**KEMPER DOWNS PHASE 2 TOWNHOME ASSOCIATION, INC.**”, a South Carolina nonprofit corporation. “Board” means the Board of Directors of the Association, the governing body having charge of the affairs of the Association.

Section 4. “Owner” means the owner, whether one or more persons of a Townhome Lot in **KEMPER DOWNS, PHASE 2**, as described above. “Member” means a member of the Association. An Owner shall be, by virtue of his ownership of a Townhome Lot in **KEMPER DOWNS, PHASE 2**, is a member of the Association. “Owner” and “Member” are synonymous and may be used interchangeably. When a Lot is owned by more than one person, all such persons, collectively, are deemed to be one Owner and one Member. The owner of a life estate in a Lot is deemed to be the Owner and Member as long as the life estate exists. Declarant is an Owner and Member as long as Declarant owns either one of more Townhome Lots or detached, individual, free-standing single family lots located in **KEMPER DOWNS, PHASE 2**. The holder of a Mortgage is not an Owner or a Member. Unless the Association has satisfactory proof to the contrary, ownership of a Lot is deemed to be vested in accordance with the real estate records of Aiken County, South Carolina.

Section 5. “Declaration” means this Declaration of Covenants, Conditions and Restrictions. “Supplemental Declaration” means any recorded document which subjects additional property to the provisions of this Declaration or amends this Declaration in any respect. “Articles” means the Articles of Incorporation of the Association. “Bylaws” means the Bylaws of the Association.

Section 6. "Board Rules" means all rules and regulations promulgated or adopted by the Board of Directors (hereinafter "Board") which governs the Association for the use and enjoyment of the above-described properties.

Section 7. "Yard Area" means those portions of a Lot requiring landscaping and grounds maintenance for the preservation of the overall appearance and aesthetic quality of the above-described properties.

Section 7. "Mortgage" means a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or security title to property.

Section 8. "Person" means a natural person, corporation, partnership, limited partnership, limited liability company, association, trust or other entity, or any combination thereof.

Section 9. "Development Period" means that period commencing on the date of this Declaration and ending when Declarant is no longer actively engaged in the annexation, development, or sale of either Townhome Lots or detached, individual, free-standing single family lots located in KEMPER DOWNS, PHASE 2, not to exceed twenty (20) years from the date hereof.

Section 10. "Kemper Downs, Phase 2 Covenants" means the Declaration of Covenants, Conditions and Restrictions of Kemper Downs, Phase 2, recorded in the Aiken County RMC Office in Record Book 5131, pages 912-946, on December 22, 2013.

ARTICLE II
THE ASSOCIATION

Section 1. Powers. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of South Carolina, subject only to the limitations expressly set forth in this Declaration, the Supplemental Declarations, the Articles and the Bylaws. The Association may acquire, hold and dispose of real and personal property conveyed to it by Declarant. The Association shall perform all duties and obligations required by this Declaration, the Supplemental Declarations, the Articles and the Bylaws. The Association may exercise all rights, powers and privileges granted by this Declaration, the Supplemental Declarations, the Articles and the Bylaws, and every other right, power of privilege reasonably implied from or reasonably necessary to exercise any express right, power or privilege.

Section 2. Board of Directors. The Board shall manage the affairs of the Association. Unless otherwise provided, any right, power of authority granted to the Association may be exercised by the Board, and any duty or obligation of the Association shall be performed by the Board. The Board shall have the authority to adopt and the power to enforce reasonable rules and regulations to govern the Association and the use and enjoyment of the above-described properties. (the Board Rules). The Board Rules may impose standards not contained in or stricter than this Declaration, if consistent with the general intent hereof and not in conflict herewith. Any specific authority herein granted to the Board to adopt rules for specific purposes shall not limit its general authority hereunder to adopt rules. The Board Rules shall be observed by all Owners and

their tenants, occupants and guests. The Board may waive a violation of the Board Rules, if Board determines such violation to be minor or insubstantial.

Section 3. Election of Board. Declarant shall have the sole right to elect and remove members of the Board during the Development Period, unless Declarant sooner waives this right. Thereafter, the Board shall be elected and removed by the Members in accordance with the Bylaws.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each Owner shall be a Member of the Association. Membership in the Association is appurtenant to the Lot giving rise to such membership and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any other attempted transfer of membership shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. A new Owner shall notify the Association of the change of ownership and shall furnish the Association with a copy of the new Owner recorded deed or other instrument establishing title and the new Owner address to which notices from the Association shall be sent.

Section 2. Voting Rights. (a) With the exception of Declarant, and except as provided in subparagraph (c), Members shall be entitled to one vote in the Association for each Lot owned.

(b) Notwithstanding any other provision in this Declaration, during the Development Period, Declarant shall be the only Member with any voting rights, unless Declarant sooner waives this right. Other Members shall not be entitled to any votes during the Development Period. Following the Development Period, Declarant shall be the only member with voting rights until the expiration of twenty (20) years from the date of these Covenants, or until the Declarant is no longer actively engaged in the development, marketing or sale of Lots, or releases its voting authority to the Association and its Members, within KEMPER DOWNS, PHASE 2, whichever occurs first.

(c) When a Lot is owned by more than one person, all such persons shall collectively cast only one vote. Fractional votes shall not be allowed. If only one of such persons is present or represented by proxy at a meeting of the membership, such person is entitled to cast the vote relating to such Lot. If more than one of such persons are present or represented by proxy, the vote relating to such Lot shall be cast only in accordance with their unanimous agreement; otherwise, they shall lose their right to vote on the matter in question. Unanimous agreement is conclusively presumed if any one of them purports to cast the vote relating to such Lot without protest being made forthwith by any of the others to the person presiding over the meeting.

(d) In the event a Member shall own more than one or more Lots in the development used as rental property, and not used as that Member's personal residence, such Member shall be entitled to only one (1) vote, but shall nevertheless remain subject to the imposition of dues and assessments calculated for each Lot he/she/it owns in the development pursuant to Article IV below.

Section 3. Notice and Quorum. Each Owner must provide the Association with a valid electronic mail address and “regular mail” address for notices and update the respective electronic mail address and/or “regular mail” address if changed. “Notice” for the purposes of regular and called special meetings, and pursuant to this Declaration, shall be deemed to have been given three (3) business days following the date the notice has been deposited with the United States Postal Service for mailing by First Class Mail, with adequate postage affixed, addressed to the Owner’s mailing address as provided by the Owner to the Association; or, when an electronic mail “read receipt” has been received by the Association following submission of electronic mail to an Owner.

Excluding the Developer’s voting rights specified during the Development Period in Section 2(b) above, the presence of **one-third (33 1/3%)** of the Owners entitled to vote on a particular matter shall constitute a Quorum. In the event the required Quorum is not present at such meeting, a second meeting may be called, subject to the giving or proper notice, and the presence of **one-fourth (25%)** of the total vote of the membership shall constitute a Quorum for such second meeting. Any such meeting shall be held within sixty (60) days of the first meeting when the required Quorum was not present.

Except as to other voting percentages specifically referenced elsewhere in this Declaration, the majority vote of all the Owners entitled to vote at the meeting, voting in person or by proxy, shall be binding on the Owners and the Association.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligations of Assessments. Declarant and each Owner, for each Lot owned, hereby covenant and agree to pay to the

Association an initiation fee; and annual, special and individual assessments, which shall be established and collected as herein provided. Each assessment, together with all other charges authorized pursuant to Article IX, Section 4, which are deemed a part of the assessment, shall be a charge and a continuing lien upon the lot against which the assessment is made from the date the assessment became due, and shall be the personal obligation of the Owner of the Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. The obligations of the article shall bind each Lot and each Owner regardless of whether ownership was acquired by deed or operation of law, and regardless of whether so expressed in the deed or other document of title. No Owner may avoid liability for the assessments provided for herein by abandonment, non-use or waiver of the use or enjoyment of his Lot, or otherwise.

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

Section 3: Annual Assessments. The Board of Directors shall levy "Annual Assessments", respectively, as follows:

Each Lot shall be assessed an Annual Assessment in an amount established by the Board by December 1 of each year for the following calendar year, and written notice thereof shall be sent to every Owner. The amount of the Annual Assessment shall be established by the Board by December 1 of each year for the

following calendar year, and written notice thereof shall be sent to every Owner. If the Board fails to establish an assessment for the upcoming year, the most recent Annual Assessment shall be the assessment for such year. The Board shall determine when Annual Assessments shall be paid and may permit, at its discretion, payment thereof in monthly, quarterly, or annual installments. During the Development Period, a Lot shall become subject to Annual Assessments when the home constructed thereon is first sold and closed as a residence. Annual assessments for Lots which become subject to such assessments during an assessment year shall be prorated and paid based on the number of whole months remaining in the assessment year.

Section 4. The Association was created to provide services unique to the Townhome Lots located in Kemper Downs Phase 2, including, but not limited to services for upkeep, maintenance, repair, and insurance matters unique to the Townhome Lots pursuant to rules and regulations the Association may adopt. As such, the Association shall have the authority to impose annual and special assessments unique to Townhome Lots, and to perform enforcement services, authorized by the Declaration of Covenants, Conditions and Restrictions of Kemper Downs Phase 2, and as authorized by these Covenants herein.

Section 5. Annual and Special Assessments for Townhomes. With regard to providing services unique to the Townhome Lots and performing such enforcement of these unique services for the Townhome Lots, the Association shall have the power and authority to establish and set annual assessments and special assessments for these unique Townhome Lot services.

Section 6. Yard Areas. The Association shall provide to the Townhome Lots grounds maintenance which may include mowing and maintenance of each Owner's lawns, trees, shrubs, and general landscaping, and the repair and placement of any lawn sprinkler system. In the event any improvements, such as fences, planters or similar obstructions or plantings, such as gardens, shrubs, plants or trees, increase the costs to the Association of performing ground maintenance service for any Lot, the additional cost shall be paid by the Owner, or the improvements or plantings shall be removed by the Owner. The Association shall not be required to maintain or repair driveways or walkways but may remove leaves and debris therefrom. The Association may remove leaves and debris from roofs, gutters and downspouts. The Association shall have an easement upon each Yard Area and the exterior of each Home for the maintenance and care required or permitted by this section. Except for Yard Area maintenance performed by the Association pursuant to this section, no grass, flowers, shrubs or trees shall be planted on or removed from Yard Areas without approval of the Association. Notwithstanding the foregoing, the Board may adopt rules which permit each Owner to cultivate a small garden of approved flowers and shrubs on his Yard Area.

Section 6. Purpose of "Kemper Downs, Phase 2 Townhome Association, Inc./Membership. The purpose of the Townhome Association is to create rules, regulations, covenants, bylaws and levy assessments for the common good of the Townhome Lots, and to operate in conjunction with the framework of this Declaration and "Kemper Downs Phase 2 Covenants", but not obligating owners of the Single Family Lots to contribute to or pay for the various costs of upkeep, maintenance, repair, and insurance unique to the townhomes located in Kemper Downs, Phase 2. All owners of

Townhome Lots shall be the exclusive Members of the Townhome Association. Each Townhome lot owner shall have one (1) vote per Townhome Lot owned, except as provided in Article III, Section 2(b) above, which provision regards the Development Period shall also apply to the Townhome Association.

Section 7. Special Assessments. (a) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for any of the purposes established and set forth by the Association, provided that any such assessment shall have the assent of one-half (1/2) of the Members (excluding Declarant during the Development Period) voting at a meeting of the membership called for the purpose of considering the special assessment. Special assessments shall be set at a uniform rate for all Lots.

(b) During the Development Period, special assessments may be levied only against Lots which are then subject to annual assessments, unless Declarant consents to a special assessment against all Lots.

Section 8. Individual Assessments and Violation Fines. The Association may levy an individual assessment and/or fine against a Lot and its Owner for costs incurred by the Association resulting from an Owner's failure to maintain the Owner Lot in accordance with this Declaration, the Supplemental Declarations, the Board Rules or the ACC Standards, or to reimburse the Association for any damage to property owned or maintained by the Association caused by an Owner or the Owners tenants, occupants or guests, or for any other purpose permitted by this Declaration. An individual assessment shall be paid within thirty days after notice thereof is sent to the Owner.

Section 9. Status Certificates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an authorized representative of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status as assessments on a Lot is binding upon the Association as to the date of its issuance.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to first and second Mortgages made in good faith and for value. Sale or transfer of a Lot shall not affect the assessment lien; provided, however, that the sale or transfer of a Lot by Mortgage foreclosure of a first Mortgage to which the assessment lien is subordinate shall extinguish the assessment lien as to payments which became due prior to such sale or transfer; provided, further, that such sale or transfer was made in good faith and not for the primary purpose of avoiding the assessment lien. After a sale or transfer of a Lot by Mortgage foreclosure the Lot and the new Owner shall be subject to the lien and personal obligation for all assessments thereafter becoming due.

ARTICLE V

ARCHITECTURAL CONTROL

The above-referenced properties are subject to architectural and environmental review by the Architectural Control Committee (the "ACC") established in Article V of the Declaration of Covenants, Conditions and Restrictions of Kemper Downs, Phase 2 (hereinafter, "Kemper Downs, Phase 2 Covenants"), recorded in the Aiken County RMC Office in Record Book 5131, pages 912-946, on December 22, 2013. This Association

has no authority over matters described in Article V of the Kemper Downs, Phase 2 Covenants, unless specifically delegated to it by the ACC.

ARTICLE VI

EXTERIOR MAINTENANCE

With regard to Exterior Maintenance, the above-referenced properties are subject to all rules and regulations set forth and in accordance with Article VI, Section 1 of the Declaration of Covenants, Conditions and Restrictions of Kemper Downs, Phase 2 (hereinafter, “Kemper Downs, Phase 2 Covenants”), recorded in the Aiken County RMC Office in Record Book 5131, pages 912-946, on December 22, 2013. This Association has no authority over matters described in Article VI, Section 1 of the Kemper Downs, Phase 2 Covenants, unless specifically delegated to it by the Kemper Downs Phase 2 Association, Inc.

ARTICLE VII

TOWNHOME RESPONSIBILITY FOR MAINTENANCE, INSURANCE, ETC.

Section 1. Notwithstanding other provisions of this Declaration, the Association shall provide exterior maintenance and repairs upon each Townhome unit, as follows:

- (a) maintaining, repairing and replacing, as necessary, the roof (including shingles and roof decking) of the Townhomes;
- (b) painting and/or staining the exterior of the Townhomes;
- (c) except to the extent assumed by Owners in this Declaration, or in the “Kemper Downs, Phase 2 Covenants”, maintaining all the landscaping in the front, rear and side

yards (as applicable) of each Townhome, which maintenance shall include mowing lawns, pruning shrubbery, weed control, removal and replacement of dead trees and shrubs (excluding those planted by Owners, and Owner shall not plant, replace or remove any vegetation in the front yard except with the prior written approval of the Association), and irrigation;

(d) maintaining, repairing and replacing, as necessary, any irrigation equipment (including without limitation, any sprinklers, pumps, wells, water lines, and time clocks, wherever located) serving the front and side yards of the Townhomes, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or occupant of an Townhome;

(e) maintaining, repairing and replacing, as necessary, perimeter landscaping or walls within the perimeter easements area, if such perimeter wall or landscaping are initially installed by Declarant;

(f) maintaining, repairing and replacing mailbox structures and fences installed by Declarant or the Association, exterior post lights (excluding electricity) and other exterior improvements;

(g) maintaining, repairing, and replacing exterior walls and foundations of the dwellings; and treating structures for termites.

Section 2. Miscellaneous Maintenance. Due to differing amounts of exposure to the elements and other factors, some units may require more maintenance than others. It is in the best interest of the entire Association that all units be properly maintained and that the Association may provide such maintenance to a greater or lesser extent for

various units. As such, the Association shall make uniform assessment charges without regard to the actual cost of maintenance or each dwelling.

All maintenance required by this Article shall be performed in a manner consistent with the community standards in Kemper Downs, Phase 2, as determined by the Board. In the event an Owner neglects or fails to maintain his Lot in a manner consistent with these standards, the Association shall have the absolute right to contract for and to perform maintenance as shall be prescribed by the Board, and for this purpose, the Owners grant unto the Board, its agents, employees and contractors, the right to enter upon the property of the respective Owners for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil, for trespass or any other action. Provided, however, the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform, and the Owner shall have thirty (30) days from the date of mailing of said notice within which to perform such exterior maintenance. The Board shall have the sole discretion to determine whether or not a Lot and Townhome has been neglected or failed to be maintained in a manner consistent with community standards. Advance notice shall not be required if the Association determines an emergency situation exists. The costs of such work required by the Board or Association to cure maintenance deficiencies shall be assessed against the Owner, together with an administrative surcharge equal to ten (10%) percent of such cost, and shall be subject to lien rights provided herein. The Association, its successors and assigns, agents, members, officers, directors, and employees, shall not be liable in any manner to the Owners or any other party for any type of injury or the person or property, including death, arising from action taken or failure to act within the

scope of this Declaration or by law, including its own negligence, unless caused by wanton and willful misconduct or gross negligence.

Section 3. Vacancy. In the event a Townhome is unoccupied for a consecutive period of one (1) month or longer, the Association may require the Owner to designate a responsible firm or individual to undertake general maintenance and security responsibilities. The name and contact information of such firm or individual shall be communicated to the Association.

Section 4. Hazard Insurance. All portions of buildings and improvements common to the Townhomes shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

- (a) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;
- (b) Such other risks as from time to time shall be customarily covered with respect to buildings on common to Townhomes; and

Section 5. Liability Insurance. Public liability insurance may be secured by the Association as it shall determine from time to time to be deemed desirable and necessary.

Section 6. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be included as part of the annual Assessment and/or Special Assessment described in Article IV above.

ARTICLE VII

DESTRUCTION OF HOMES

With regard to the Destruction of Homes, the above-referenced properties are subject to all rules and regulations set forth and in accordance with Article VII of the Declaration of Covenants, Conditions and Restrictions of Kemper Downs, Phase 2 (hereinafter, “Kemper Downs, Phase 2 Covenants”), recorded in the Aiken County RMC Office in Record Book 5131, pages 912-946, on December 22, 2013. This Association has no authority over matters described in Article VII of the Kemper Downs, Phase 2 Covenants, unless specifically delegated to it by the Kemper Downs Phase 2 Association, Inc.

ARTICLE VIII

GENERAL PROVISIONS

With regard to any further General Provisions , the above-referenced properties are subject to all rules and regulations set forth and in accordance with Article VIII of the Declaration of Covenants, Conditions and Restrictions of Kemper Downs, Phase 2 (hereinafter, “Kemper Downs, Phase 2 Covenants”), recorded in the Aiken County RMC Office in Record Book 5131, pages 912-946, on December 22, 2013. This Association has no authority over matters described in Article VIII of the Kemper Downs, Phase 2 Covenants, unless specifically delegated to it by the Kemper Downs Phase 2 Association, Inc.

ARTICLE IX

ENFORCEMENT

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

Section 2. Architectural Requirements. All enforcement of Architectural Requirements shall be handled in accordance with Article IX, Section 2 of the Declaration of Covenants, Conditions and Restrictions of Kemper Downs, Phase 2 (hereinafter, "Kemper Downs, Phase 2 Covenants"), recorded in the Aiken County RMC Office in Record Book 5131, pages 912-946, on December 22, 2013. This Association has no authority over matters described in Article IX, Section 2 of the Kemper Downs, Phase 2 Covenants, unless specifically delegated to it by the Kemper Downs Phase 2 Association, Inc.

Section 3. Costs of Enforcement. Any violator under Section 1 of this Article shall be liable for all costs reasonably and actually incurred by any authorized person

prosecuting a violation of the Governing Documents. Such costs include writing delinquency and demand letters, court costs, and attorney fees, including appeals. Such costs may be recovered regardless of whether suit is filed. If approved by the Board, such costs shall constitute an individual assessment against the applicable Lot and Owner and may be enforced in accordance with Section 4 of this article.

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

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

of an Owner who is delinquent in the payment of assessments, and may impose other sanctions against such Owner.

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

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

ARTICLE X

PARTY WALLS

Section 1. General Rules of Law Apply. Each wall or fence which is built as a part of the original construction of a Home or other improvement located or intended to be located on the dividing line between adjoining, separately owned properties shall constitute a party wall. Unless otherwise provided in this article, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Maintenance; Casualty. The cost of the maintenance of a party wall shall be borne by the Owners who make use thereof in proportion to their use. If a party

wall is destroyed or damaged by fire or other casualty, the Owners who have use thereof must restore it. They shall contribute to the cost of such restoration in proportion to their use; provided, however, that an Owner may be required to contribute a larger amount under any applicable rule of law regarding liability for negligent or willful acts or omissions. An Owner who negligently or willfully causes a party wall to be exposed to the elements shall bear the whole cost of protecting the same against the elements. The right of any Owner to contribution under this Article is appurtenant to the land and shall pass to such Owner's successors in title.

Article 3. Arbitration. Any dispute concerning a party wall or the provisions of this Article shall be subject to binding arbitration in accordance with the South Carolina Arbitration Code. Each affected Owner shall choose one arbitrator and such arbitrators shall choose one or two additional arbitrators to create an uneven number of arbitrators, and the decision shall be by a majority of the arbitrators. The decision of the arbitrators shall be binding and conclusive upon the parties, and no party to the arbitration shall thereafter institute any legal action or proceeding relating to such dispute, except to enforce the decision of the arbitrators.

ARTICLE XI

DURATION AND AMENDMENTS

Section 1. Term. This Declaration shall run with the land and be binding upon all Lot Owners, their heirs and assigns, and shall be and remain in effect perpetually to the extent permitted by law. Without limiting the foregoing, all easements contained herein and all affirmative obligations of Owners contained herein, including, but not limited to,

the obligation to pay Association assessments, shall run with and bind all Lot Owners, their successors and assigns, and shall be and remain in effect perpetually to the extent permitted by law. All covenants contained herein restrict the above-referenced lots to certain uses and shall run with and bind these above-referenced lots for a period of twenty (20) years from the date hereof and shall be renewed automatically and perpetually for successive periods of ten (10) years each, unless amended or terminated by a vote of at least **two-thirds (66.67%)** of the Owners, or in accordance with applicable law.

Section 2. Amendments. During the Development Period, Declarant shall have the right without vote or approval of any Owner or Mortgagee: (a) to amend this Declaration (i) to cure any ambiguity or inconsistency herein, (ii) to comply with applicable law; (b) to annex additional land, and impose additional covenants, conditions and restrictions thereon; (c) to include in any contract, deed or other instrument any additional covenants, conditions and restrictions applicable to any particular Lot; and (d) to waive violations of this Declaration. Following the Development Period, this Declaration may be amended or terminated at any time by an instrument signed by not less than **two-thirds (66.67%)** of the Owners. However, during the Development Period, any amendment or termination may be done unilaterally by the Declarant. Any such instrument must be recorded.

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

Section 4. Annexation. Additional property may be annexed by Declarant within twenty (20) years from the date hereof, by filing Supplemental Declarations with respect to the annexed property. A Supplemental Declaration may impose additional covenants, conditions, restrictions and easements on the annexed property. Additional property may also be annexed by the affirmative vote of **two-thirds (2/3)** of the Members present and voting at a meeting of the membership called for said purpose. During the Development Period, annexation by the Members shall require the assent of Declarant.

Section 5. Declarant Protection. Notwithstanding and other provisions herein, during the Development Period, no provision of this Declaration, any Supplemental Declaration, the Articles or the Bylaws shall be amended, and no rule, restriction or requirement shall be adopted or imposed, without the written approval of Declarant, which directly or indirectly, by its provisions or in practical application, does any of the following: repeals or amends any provision specifically applicable to the Development Period; repeals or amends Declarant right to annex additional property; relates exclusively or primarily to Declarant, or relates to Declarant in a manner different from the manner in which it relates to other Owners; repeals or amends the rights of membership in the Association, or the rights of Declarant as Member of the Association; repeals or amends the manner of assessment applicable to Declarant or any land owned by Declarant; or repeals or amends any other provision hereof in a manner which would be alter Declarant rights or status hereunder.

Section 6. Severability. Invalidity of any provision of this Declaration by judgment or court order shall in no way affect the other provision hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 7. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only for a period of ninety (90) years from the date hereof. The purpose of this section is to prevent a violation of the rule against perpetuities and shall be construed accordingly.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1. (a) Property conveyance/mandatory acceptance by the Association. At any time during or following the conclusion of the Development Period, the Declarant, and/or its successors and/or assigns, may convey to the Association ownership of any or all of the above-referenced properties, all as shown and described on the aforesaid plat. Any such conveyances shall be made at the exclusive option and discretion of Declarant, and/or its successors and/or assigns. The Association shall be required to accept any such conveyances, shall assume immediate ownership of any such properties conveyed, and shall be responsible for the management, maintenance, upkeep, and costs of ownership of any properties conveyed.

Section 2. Management Agreements, Any agreement for professional management of the affairs of the Association, or any agreement providing for services to the Association by Declarant, may not exceed one year, and must provide for termination by either party without cause, and without payment of a termination fee, upon thirty days written notice to the other party.

Section 3. Insurance. As further specified in Article VII above, the Association may maintain liability and hazard insurance specialized for Townhome Lots, hazard insurance for property owned or maintained by the Association, public liability insurance covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and liability insurance for its directors and officers. All insurance maintained by the Association shall be in such amounts and upon such terms and conditions deemed appropriate by the Board. All insurance proceeds payable to the Association shall be used or disbursed in a manner deemed appropriate by the Board.

Section 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorney fees, reasonable incurred by or imposed upon any officer or directors in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the current Board) to which the officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistakes of judgment, negligent otherwise, but shall be liable only for their own individual willful malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability (solely because they are officers or directors) with respect to any contract or other commitments made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled.

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

Section 6. Document Conflicts. In the event of a conflict between this Declaration or any Supplemental Declaration and the Articles, the Bylaws, the Board Rules, this Declaration or the Supplemental Declaration shall prevail. In the event of a conflict between the terms of this Declaration and the terms of the “Kemper Downs Phase 2 Covenants”, the terms of the “Kemper Downs Phase 2 Covenants” shall control.


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

Section 8. Keystone lot ownership. Keystone joins in this Declaration as the current owner of several of the above-referenced lots, in order to agree and consent to subjecting these lots to this Declaration, any subsequent Supplemental Declaration, and Bylaws.


IN WITNESS WHEREOF, Declarant has caused the Declaration to be executed and sealed this 27 day of December, 2023.

****SIGNATURES APPEAR ON THE FOLLOWING TWO PAGES****

METRO HOMESITES, LLC

By:  _____ (Seal)
Its: *Manager*
Mark Gilliam

KEYSTONE HOMES, INC.

By:  _____ (Seal)
Its: *President*
Mark Gilliam

SIGNED, SEALED AND DELIVERED
in the presence of:


Witness


Witness

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PERSONALLY appeared before me the undersigned and made oath that s(he) saw the above duly authorized officer of METRO HOMESITES, LLC; and the duly authorized officer of KEYSTONE HOMES, INC., sign, seal and as his/her/their/its act and deed, deliver the within written Declaration of Covenants, Conditions and

Restrictions for the use and purposes therein; and that s(he) with the other undersigned witness witnessed the execution thereof.

SWORN to before me this 27
day of December, 2023.
Shannon C. Franklin
Notary Public for South Carolina
My commission Expires: 9/28/32



[Signature]
Witness