



**AMENDED and RESTATED  
DECLARATION  
of  
COVENANTS, CONDITIONS,  
RESTRICTIONS & EASEMENTS  
for  
ACADIA**

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**Amended, Restated and Effective as of July 15, 2025**

**RESTATED DECLARATION  
OF CONVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR ACADIA**

(Due to editing software, pagination may not be accurate)

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS OF ACADIA**

**Deed Book 2229, Page 991  
Deed Book 2572, Page 3450  
Deed Book 2636, Page 1901  
Deed Book 2704, Page 3957**

THIS AMENDED and RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF ACADIA (this “Declaration” or “CCRs”) is made effective as of this the 15<sup>th</sup> day of July, 2025 by **Acadia, LLC**, a South Carolina limited liability company (the “Declarant”).

**WITNESSETH**

WHEREAS, Declarant is the developer of that certain master-planned and zoned community in Greenville County, South Carolina known as Acadia a master-planned and zoned community in Greenville County, South Carolina (as more particularly described in the Original Declaration, the “Property” or “Acadia”), and, as such, has recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements of Acadia in the Register of Deeds Office for Greenville County, South Carolina (the “Records”) in Deed Book 2229 at Page 991, which Declaration was subsequently amended and supplemented by instruments recorded in the Records in Deed Book 2572 at Page 3450, in Deed Book 2636 at Page 1901, and in Deed Book 2704 at Page 3957 (collectively, the “Original Declaration”), whereby certain real property belonging to the Declarant was submitted to the terms and conditions of said Original Declaration; and

WHEREAS, Declarant previously subjected the Property to the covenants, conditions, restrictions, easements and provisions of the Original Declaration; and

WHEREAS, Declarant is the owner and holder of fee simple title to numerous developed and undeveloped lots within Acadia, and, pursuant to the terms and provisions of the Original Declaration, may annex additional property into Acadia; and

WHEREAS, the legal descriptions of the real property heretofore subjected to the Original Declaration are specifically incorporated herein by reference, and references herein to the “Property” shall mean the property so described; and

WHEREAS, Declarant and the Association desire to amend, restate, and replace the Original Declaration in its entirety, by wholly substituting therefor, this Declaration by the recordation hereof; and

WHEREAS, Declarant desires to provide for the preservation of amenities and of the Property, and to assure a flexible development and improvement of the Property for the benefit of the development of Acadia; and

WHEREAS, the Declarant intends by this Declaration and the attached amended By-Laws and amended Acadia Code of Design to impose upon the Property certain covenants, conditions, easements and restrictions for the administration, maintenance, preservation, aesthetic appreciation, use and enjoyment of the Property under a general plan of development for Acadia, and desires to provide for the management of the Property and any amenities by means of an owner's association which shall hold title to the common areas for the use and benefit of the owners, all as set forth herein.

## **DEDICATION OF PROPERTY**

NOW THEREFORE, Declarant hereby declares that the Acadia Property referenced in this Declaration ("Property" or "Acadia" or "Acadia Community"), including any improvements which may be (but are not required to be) constructed on the Property, is dedicated to the provisions of this Declaration; provided however, Declarant reserves the right to add additional property to this Declaration or remove property currently dedicated to this Declaration pursuant to a supplementary or amendatory declaration. Such real property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to all covenants, conditions, restrictions, assessments, easements, liens and provisions contained in this Declaration, as may be amended from time to time. The provisions of this Declaration shall run with the title to the property subjected to this Declaration. This Declaration shall be binding on all persons having any right, title, or interest in all or any portion of the property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall ensure the benefit of each and every owner of all or any portion thereof.

## **ARTICLE I: DEFINITIONS**

The following capitalized words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

**"Area of Common Responsibility"** shall mean the Common Area, together with such other areas, if any, for which the Association has responsibility pursuant to this Declaration, any recorded plat, other covenants, contracts or agreements.

**"Association"** shall mean Acadia Owners Association, Inc. ("AOA" or "Association"), a South Carolina nonprofit corporation, its successors and assigns.

**"Board"** or **"Board of Directors"** shall mean the governing body of the Association, selected as provided in the By-Laws.

**"By-Laws"** shall refer to the By-Laws of the Association, attached as **Exhibit A**.

**"CCRs"** shall refer to the terms in this document, and generally known as the Covenants, Conditions, and Restrictions of Acadia for the AOA.

**"Common Area"** shall mean the real property, interests in real property, and personal property, easements, and other interests, together with improvements located in the Area of Common Responsibility which are now or are hereafter owned or managed by Acadia CCRs

the Association for the common use, aesthetic appreciation and enjoyment of some or all of the Owners, but excluding any land owned, held under trust, or contracted by Declarant for future development.

**“Community”** shall mean the real property and interests in Acadia, including but not limited to the Property and such additions or deletions to that Property as may be made by Declarant, or by the Association if and as may be permitted by this Declaration.

**“Community-Wide Design”** shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community, and as set forth in these amended and restated CCRs, By-Laws for the Association, and in the Acadia Code of Design (“Code”) in **Exhibit B**, and as generally set and applied by the Association and the Architectural Review Committee (“ARC”) over time.

**“Declarant”** shall mean Acadia, LLC, a South Carolina limited liability company. The Declarant may appoint and designate a successor Declarant by designating such appointment or designation in a deed filed in the real property records of the office of the Register of Deeds of Greenville County, South Carolina (the “ROD Office”).

**“Declaration”** shall mean this Declaration of Covenants, Conditions, Restrictions and Easements of Acadia and shall include any amendment or supplementary Declaration hereto.

**“Lot”** shall mean any subdivided plot of land within the Community, whether or not improvements are constructed on that land, intended for independent ownership and use, excepting the Common Area and property dedicated to the public, and any unit within any condominium located in the Community. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto whether or not separately described all of the right, title, and interest of an Owner in the Common Area and membership in the Association.

**“Mortgage”** shall mean any mortgage, security deed, deed of trust, or similar instrument used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation.

**“Mortgagee”** shall mean the holder of the Mortgage.

**“Occupant”** shall mean any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

**“Open Space”** means land and/or water within the property, owned by the Declarant or Association, which is designed and intended for the common use or enjoyment of each Owner in Acadia and the general public where permitted, which may contain such accessory structures and improvements as are necessary and appropriate for passive recreational purposes and utilities, but which may not be further subdivided, and which is or may be designated as “Open Space” on the plat or plats of the property. All Open Space

shall be considered part of the Common Area, but all Common Area shall not be considered Open Space.

**“Owner”** shall mean the record owner whether one or more Persons of the fee simple title to any Lot located within the Community, excluding any Person holding such interest merely as security for the performance or satisfaction of any obligation.

**“Person”** means a natural person, corporation, joint venture, partnership (general or limited), limited liability company, limited liability partnership, association, trust, or other legal entity.

**“Special Use Lot”** means a Lot so designated pursuant to Section 7.2 of this Declaration.

**“Supplementary Declaration”** means an amendment or supplement to this Declaration which subjects additional restrictions and obligations on the land described therein, or both.

**“Total Association Vote”** means all of the votes attributable to members of the Association, including Declarant’s votes.

## **ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION**

**2.1 Property Subject to this Declaration.** The Property, which is subject to the covenants, conditions, restrictions, easements, assessments, liens and provisions contained in this Declaration is the real property described as “Acadia” as more particularly described elsewhere herein.

**2.2 Other Property.** Only the Property described in Section 2.1 is made subject to this Declaration; provided, however, Declarant reserves the right to add additional property to this Declaration or remove property currently subject to this Declaration pursuant to subsequent amendments to this Declaration which the Declarant may make in its sole discretion.

## **ARTICLE III: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

**3.1 Membership.** Every Owner shall be deemed to have a membership in the Association. If a Lot is owned by more than one Person, there shall be only one (1) membership per Lot, and the votes and rights of use and enjoyment shall be as provided in this Declaration and By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member’s spouse, but in no event shall more than one (1) vote be cast nor more than one (1) office held for each Lot owned.

**3.2 Voting.** The Association shall have one (1) class of voting membership, Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an

interest in any Lot, all such persons shall be members and shall be entitled to rights of membership and of the use and enjoyment appurtenant to such ownership. The vote for each such Lot shall be exercised as they among themselves determine, and the Secretary of the Association shall be notified of such designation prior to any meeting, but in no event shall more than one vote be cast with respect to any such Lot. In the absence of such notification, the vote allocated to such particular Lot shall be suspended in the event that more than one person or entity seeks to exercise the right to vote. Any Owner of a Lot which is leased may assign his voting right to the tenant, provided that a copy of the assignment is furnished to the Secretary of the Association prior to any meeting at which the tenant exercises the voting right. In the event the Owner is an entity, that entity shall, by written resolution, designate the individual who shall be authorized to exercise the voting rights of that Lot and shall deliver an original or certified copy of such written resolution to the Secretary of the Association, who shall file it with the Association's books and records. Declarant may vote the total number of platted, developed or unsold lots remaining in its ownership, and maintains veto or override of any vote or proposed amendment which is contrary, in its opinion and discretion, to its master plan or Community-Wide Design for Acadia.

#### **ARTICLE IV: ASSESSMENTS**

**4.1 Purpose of Assessment.** The assessments provided for in this Declaration shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, aesthetic appreciation and enjoyment of the Owners and Occupants of Lots, as may be authorized from time to time by the Board. The assessments levied by the Association shall also be used for the administration, operation, improvement, maintenance, use and enjoyment of the Common Area, including the private streets and alleys, public right of ways, entrance and other landscaping, whether or not located on Common Area, and including, but not limited to, the cost of repairs, replacements, additions, insurance, labor, equipment, materials, management and supervision, other personnel or contract services deemed appropriate, establishing a maintenance and replacement reserve, repaying loans incurred by the Association, including interest, the payment of taxes assessed against such Common Area, and the employment of attorneys, accountants and other professionals to represent the Association when necessary, and to provide such other services which the Association determines to be necessary or desirable.

Additionally, in the event that any Owner fails to comply with any covenant, responsibility, or obligation imposed by this Declaration, such as failing to maintain the exterior of such Owner's Lot or residence thereon (including the yard, driveway, landscaping or fence), as determined by the Board, and such violation remains uncured and/or unpaid or otherwise satisfactorily resolved after 10 days' notice thereof, in addition to assessing such Owner for the costs resulting from such violation (as further set forth hereinbelow), the Board may, by majority vote, pursuant to its general enforcement powers granted in Article 13 hereof, assess such fines and/or penalties as it reasonably deems appropriate. Such penalties include, but are not limited to limiting, reducing, or revoking amenity access and other homeowner privileges associated with such Owner's Lot, and such penalty(ies) can be in an amount and/or duration established by the Board in its judgment equivalent to that required to remedy, cure, deter, adjust or atone for non-compliance with this Declaration and any continuing violation thereof. The Association

may expend general Association funds for maintenance or cure of such violations, in which event the noncompliant Owner shall be assessed for such expense and for the amount of fine, penalty, late fee, or other related expense of remediation or collection (together referred to as "Charges"). Charges may be added to the assessments, and such Charges shall be collected first from any payment of any assessment made by Owner. The rights and remedies of the Association set forth in this Section 4.1 are in addition, and cumulative to all other enforcement rights and remedies of the Association set forth elsewhere in this Declaration.

**4.2 Creation of the Lien and Personal Obligation for Assessments.** For each Lot owned within the Community, each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, does hereby covenant and agree, and is deemed to covenant and agree, to pay timely to the Association: (1) annual assessments or charges, including any street, amenity, and common area maintenance, entrance and other landscaping, whether or not located on Common Area, privacy, telecommunications, special events and other costs related to the Community and its operations, which assessments or charges may be assessed and/or collected on such basis as the Association deems appropriate, and (2) special assessments for capital improvements and other purposes, such assessments to be established and collected as hereinafter provided; and (3) default assessments and Charges which may be assessed against an Owner's Lot for failure to perform an obligation under this Declaration, or because the Association has incurred an expense on behalf of an Owner under this Declaration or the Association documents.

**4.3 Late Charges.** All assessments which remain unpaid after the due date for payment of same shall accrue late charges, plus interest (not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due), and other costs, including, without limitation, reasonable attorney's fees actually incurred. The assessments and charges shall be a continuing lien upon the Lot against which each assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due, or, in the case of a special assessment, at the time such special assessment was approved by the Board..

**4.4 Personal Liability.** Each Owner shall be personally liable for the portion of each assessment coming due while the owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for the assessments which are due at the time of conveyance; however, the liability of a grantee for the unpaid assessments of its grantor or immediately preceding Owner shall not apply to any first Mortgagee taking title through foreclosure proceedings, in which event, the prior owner shall continue to remain liable.

**4.5 Certification of Payment.** The Association shall, within ten (10) business days after receiving a written request from Owner, furnish a letter, signed by an officer of the Association or a representative of the management company hired by the Association to handle certain Association matters, setting forth whether the assessments on a specified Lot have been paid. A properly executed letter shall be binding upon the Association as of the date of issuance. The Board has the right to impose a reasonable charge for providing this letter of certification.

**4.6 Annual Assessments.** Annual assessments shall be equally imposed on all similarly situated Lots created in Acadia prior to July 15, 2025, and shall be paid in such manner, terms and on such dates as may be fixed by the Board. The Association may allow annual assessments to be paid in monthly, quarterly, semi-annual or annual periodic payments as determined by the Board, and the Association shall have the right to accelerate any unpaid installments in the event an Owner is delinquent. Unless otherwise provided by the Board, annual assessments shall be paid in one annual installment collected in advance. In addition to the annual assessment, should there be security, lawn care, telecommunications or other amenity or common area fees separately assessed to each Owner, these fees may be assessed and collected monthly or quarterly, as the Association may determine from time to time. A Lot is fully assessed at closing whether it is under construction or otherwise improved or not. The Board may set a lower assessment for unimproved sold Lots, but in such case that Owner of any such Lot (excepting the Declarant) may not exercise voting privileges as a member or use the Common Areas and amenities unless and until such Owner pays the assessment in full established by the Board for such Lot as an improved Lot. The Board may set a higher assessment for Lots created after July 15, 2025. The original founders of the Community (“Founders”) are annually assessed approximately 13% less, as long as they remain the owner of their Lot and in compliance with the CCRs. As of July 15, 2025, there are twelve remaining Founders’ whose assessments are non-transferable upon resale of a Founder’s Lot. Acadia Builders Guild members in good standing may be assessed a lower rate for any Lot purchased and held for speculative construction, but such Builders are not entitled to the use of amenities, common areas or voting privileges hereunder. The assessment on any such Builder’s Lot shall revert to full pro-rata assessment upon resale of the Lot or after two years of annual assessments, whichever comes first. Declarant shall not be assessed for any platted or developed lots, or for land owned or held for future development.

**4.7 Computation of Annual Assessments.** The Board shall prepare a budget covering the estimated incomes and expenses of operating the Association for the coming year, which may include a capital contribution or reserve. The Board shall include in the financial report the projected budget, plus year-end comparison of actual vs. prior budget. The financial report and assessment invoices shall be delivered (by mail or by email) to each Lot Owner within thirty (30) days after the end of the current fiscal year, or as soon thereafter as the year-end financials can be prepared. The budget and the assessment shall be effective and due upon issuance, and payment must be made within thirty (30) days to avoid a late-payment fee. The annual meeting of the Owners will be held at 10 am on the second Saturday in March (unless the Board designates another date and time), at which meeting the financial report and budget shall be reviewed. In the event the Board has adopted an annual budget with an assessment increase greater than 10% of the prior year’s assessment, a majority of the Total Association Vote shall be required to certify the higher assessment. In the event the membership disapproves the higher assessment, the budget in effect for the then current year may be increased by no more than 10% thereof. In the unlikely event the Board fails to establish a budget for the succeeding year by the annual meeting, the Board shall have the right to reconvene the meeting thirty (30) days thereafter and present to the membership a new budget retroactive to the start of the fiscal year; but should the Board fail to adopt a budget by then, the Owners shall pay assessments established in the previous year’s budget.

**4.8 Lien for Assessments.** All sums assessed against any Lot or Owner pursuant to this Declaration shall be secured by a lien on such Lot in favor of the Association. The Association, in its sole discretion, shall have the right, but not the obligation, to file, in the real estate records for Greenville County, one or more Notices of Lien against delinquent Lots for any such unpaid assessments. In such event, the Association shall deliver a copy of such Notice of Lien to the Owner of the affected Lot by certified mail, return receipt requested, by personal delivery, or by any other method of Notice permitted by this Declaration, the Bylaws, or applicable law. The Association shall be entitled to all rights and remedies accruing to holders of such liens pursuant to the laws of the State of South Carolina, and this Declaration.

**4.9 Priority.** The lien of the Association shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; (b) sums unpaid and owing under any Mortgage recorded prior to the date of recording of the Association's Notice of Lien; or (c) a lien arising by virtue of any Mortgage in favor of the Declarant which is duly recorded in the Greenville County Register of Deeds office. Except as otherwise provided hereinabove, all other Persons acquiring liens or encumbrances on any Lot after this Declaration has been recorded shall be deemed to have acknowledged that their liens are inferior to the lien of the Association for assessments in existence at that time or which may arise in the future.

**4.10 Effect of Nonpayment of Assessment.** Any assessment, whether annual or special (or installment), which is not paid when due shall be delinquent. Any such assessment (or installment) which is delinquent for a period of more than thirty (30) days shall incur a late charge in an amount set by the Board. If the assessment is not paid within thirty (30) days, the lien on the Owner's Lot may be perfected by the filing of a Notice of Lien, as set forth in Section 4.8, above. Such lien shall cover all assessments then due or which come due until paid or the lien is cancelled of record, after payment of any other amounts provided in this Declaration or permitted by law. In the event that any delinquent assessment remains unpaid an additional thirty (30) days, the Association, in its sole discretion, may take any or all of the following actions:

(a) Assess an interest charge from the date of delinquency at the rate set forth in section **4.3** above, unless a lower rate is permitted by the Board;

(b) Assess additional late charges, at the rate established by the Board per delinquency, or such other charge as shall have been established by the Board;

(c) Suspend the voting rights of the Owner during any period of delinquency, and only members who have paid their dues in full (including any other assessments, fines, liens, or penalties) shall be entitled to participate and vote at the AOA annual meeting;

(d) Accelerate all remaining assessments for the fiscal year in question so that unpaid assessments for the remainder of the fiscal year shall be due and payable at once;

(e) Bring an action at law or in equity against the Owner personally obligated to pay the delinquent assessment by instituting suit to collect such amounts and foreclose its lien against the Lot, and interest, costs of collection and reasonable attorney's fees of such action of foreclosure shall be added to the amount of such assessment. The Association

shall have the right to foreclose its lien through any method allowed by law. The Association shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

**4.11 No Set Off or Deduction.** No Owner may waive or otherwise exempt himself from liability for the assessments provided for in this Declaration. No setoff, diminution, or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and is not subject to setoff.

**4.12 Application of Payments.** All payments shall be applied first to costs, then to late charges, then to interest, and then to delinquent assessments.

**4.13 Date of Commencement of Assessments.** Assessments shall start on the first day following closing of the sale of the Lot to a Person other than Declarant. The first annual assessment shall be adjusted according to the number of days then remaining in that fiscal year.

**4.14 Special Assessments.** In addition to the other assessments authorized by this Declaration, the Association may levy special assessments from time to time. Except as may be otherwise provided elsewhere in this Declaration, special assessments must be approved by a majority of the Board. Any proposed special assessment in excess of thirty (30%) percent of the annual assessment must be approved by a simple majority of the Total Association Vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be made in installments extending beyond the fiscal year in which the special assessment is imposed. The Board shall have the power to determine the amount of the special assessment as it shall deem appropriate, in its sole discretion. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future. The Board may also determine special assessments on Owners for the following Association expenses (except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association):

(a) Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.

(b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

(c) Expenses for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon any Common Area, including the streets, entrance walls, signs, and landscaping, fixtures and personal property related thereto, or to make up any deficit or shortage in the current year's budget; provided that any such assessment shall have the assent of the majority of the Total Association Vote at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Association's Board of Directors. Notice of the amount and due dates for such special assessments must be sent to each Owner at least thirty (30) days prior to such due date.

(d) Expenses incurred by the Association to remedy an Owner's failure to adequately maintain the exterior appearance and condition of such Owner's residence, including the yard, landscaping, and any fence on such Owner's Lot, or any other violation of the provisions of this Declaration.

(e) Declarant shall not be liable for any budget deficit or expenses incurred by the Association. All prior financial contributions or subsidies from Declarant to support the Association was wholly voluntary, not obligatory, and any future loans, advances, or financial assistance from Declarant shall be repaid by Association unless such debt is waived or deferred by Declarant, in its sole discretion.

The enforcement and penalty provisions set forth in Article IV, and elsewhere in this Declaration shall be applicable to all Special Assessments.

## **ARTICLE V: MAINTENANCE & CONVEYANCE OF COMMON AREA TO ASSOCIATION**

### **5.1 Association's Responsibility.**

(a) Until such time as Declarant, in its sole discretion, elects to transfer control of the Association to the Owners, the Declarant may maintain at Association's expense all Community entry features, Common Areas including (without limitation) maintenance, repair, and replacement of all landscaping and improvements situated on the Common Areas, and operate and maintain street lights (if not maintained and operated by a governmental entity) of the Community including the expenses for water and electricity, if any, provided to all such entry features, Common Areas, and street lights; all storm water detention facilities and easements, including sewer, water and other utilities serving the Community (to the extent such facilities and easements are not maintained by a governmental entity); and all property outside of Lots located within the Community. Upon Declarant's election to transfer control of the Association to the Owners, the Association shall perform such obligations at its expense.

(b) The Association shall have the right, but not the obligation, to maintain property not owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit the Owners.

(c) In the event the Association determines that the need for maintenance, repair, or replacement of property described above is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may, but is not required to, perform such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs thereof shall be an assessment against such Owner or Lot subject to the Association's lien and assessment collection rights provided for in this Declaration.

**5.2 Owner's Responsibility.** Except as provided in Section 5.1 above, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with this Declaration. In the event that the Board determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible, the Association may, but is not required to, perform such maintenance, repair, or replacement for the Owner at the expense of the Owner. Except in an emergency or exigent situation, the Association shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) calendar days after delivery of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within the ten (10) day period, to commence such work, which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may exercise self-help remedies and provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be assessed against the Owner as a special assessment.

**5.3 Conveyance of Common Area by Declarant to Association.** Until such time as Declarant elects to transfer control of the Association to the Owners, Declarant shall have in its sole discretion the right but not the obligation to convey to the Association any or all personal property, any improved or unimproved real property, leasehold, easement, or other amenity or property interest located within the Community which is deemed to be Common Area or Area of Common Responsibility, and such conveyance shall be accepted by the Association. The property shall thereafter be Common Area to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements or repairs whatsoever to property to be conveyed and accepted pursuant to this Section. At such time as all of the Lots within each planned phase of development of the Community have been fully developed, permanent improvements constructed thereon, and such Lots have been sold to permanent residents and businesses, Declarant shall transfer control of the Association to the Owners, and thereby convey any remaining Common Area elements related to the Community or to each phase of development within the Community, and such conveyance shall be accepted and maintained by the Association. For the avoidance of doubt, in the event that Declarant elects to submit additional property to the terms of this Declaration, and/or to annex additional land into the Community, subsequent to Declarant's transfer of control of the Association, as to such additional property, Declarant shall have and be entitled to all of

Declarant's rights provided by this Declaration. Further, as to such additional property, Declarant shall have no obligation to convey to the Association any common areas therein until said additional property is fully developed, as set forth hereinabove.

## **ARTICLE VI: ARCHITECTURAL DESIGN REVIEW**

**6.1 Purpose.** In order to maintain an aesthetic quality residential development, to assure that all houses and other structures are of appropriate size, harmonious in design, thoughtfully located in relationship to neighboring structures and adapted to the terrain of each Lot, Declarant has retained full architectural and design control and has established the Acadia Code of Design setting forth design guidelines ("Code" or "Design Code"), attached as an Exhibit hereto. Accordingly no house, building, accessory building, fence, wall or other structure, or alterations or additions or change of exterior appearance thereto shall be commenced, erected, or maintained upon the Property or any Lot until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in its sole discretion by Declarant or by the Architectural Review Committee, as defined in Section 6.2 of this Article, in accordance with the Design Code.

**6.2 Architectural Review Committee.** The Architectural Review Committee ("ARC") shall mean, as follows: So long as Declarant owns any portion of the Property subjected to this Declaration, the ARC shall mean Declarant, unless Declarant shall elect to transfer such control to the Association or to an ARC whose members shall be Lot Owners, along with an architect, residential designer, or a builder selected by Declarant with experience in new urbanism or design of traditional neighborhoods similar to the Acadia Community. Additional procedures and guidelines concerning the ARC are set forth in the Code of Design as amended.

(a) The ARC may be established such that it is divided into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications, and the other having jurisdiction over new construction.

(b) The ARC may employ architects, engineers, or other persons as it deems necessary to enable the ARC to perform its review, and charge fees accordingly.

(c) The ARC may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other person it deems appropriate, who shall have full authority to act on behalf of the ARC for all matters delegated.

(d) Written design guidelines and procedures are promulgated in the Code, which may be amended from time to time.

(e) So long as Declarant owns any portion of the property subjected to this Declaration, Declarant shall have the right to appoint all members of the ARC. Upon the expiration or earlier surrender in writing of such right, the Board shall appoint the members of the ARC.

(f) At such time as all of the Lots have been fully developed, permanent improvements constructed thereon, and such Lots have been sold to permanent residents and businesses, or at such time sooner as Declarant desires to transfer control over the ARC, Declarant shall notify the President of the Board to that effect. Thereupon, Declarant's rights and obligations as to the ARC shall forthwith terminate; and, thereafter, the Board of Directors of the Association shall have the right, power, authority, and obligation to establish a successor ARC which is to follow these prescribed rules and regulations. Any such successor ARC committee shall be composed of at least three (3) but not more than five (5) members from Owners and/or other professionals as described above. The term and replacement of each committee member shall be determined by the Board of Directors of the Association.

### **6.3 Code Review and Approval of Plans.**

(a) No building, fence, wall or other structure of any kind, or alteration or addition or change of exterior appearance thereto, may be commenced, erected or maintained on any Lot until plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the ARC for written approval (i) as to the conformity of external design and general quality with the standards of the Community, and (ii) as to the location of structures in relation to surrounding structures and topography and finished ground elevation. The ARC reserves the right in its sole discretion to approve or disapprove all plans and specifications submitted. In the event the ARC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, Owner shall, by certified mail to the ARC, addressed to the office of the ARC, state the date the plans were submitted originally, the date of the plans, the person preparing the plans and a request for approval. If Owner has not received a reply from the ARC within ten (10) business days of the date such notice was mailed, the approval by the ARC will not be required.

(b) As a condition of approval under this Section, each Owner assumes all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration to a plan submitted to the ARC. In the discretion of the ARC, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and any Owner's successor-in-interest. The ARC shall be the sole arbiter of such plans and may withhold approval for design or community-appropriateness reasons, including purely aesthetic considerations, and it shall be entitled to stop any construction that is in violation of these restrictions. Any ARC member or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot or property to inspect for the purpose of ascertaining compliance with the Plan, and these Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the ARC and the Association, in the event of noncompliance with this Section, the Board may, as provided in this Declaration, record in the land records a notice of violation naming the violating Owner.

(c) Such plans and specifications provided at or before the Final Submittal shall be in such form and shall contain such information as may be reasonably required by

the ARC including, but not being limited to: (1) a site plan showing the location of all proposed and existing structures on the Lot including building setbacks, open space, specimen trees, driveways, walkways and parking spaces, including the number thereof, and other items required by the Code; (2) a foundation plan; (3) a floor plan; (4) exterior elevations with cross-sections of all proposed structures and alterations to existing structures, as such structures which will appear after all backfilling and landscaping are completed; (5) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of all proposed structures and alterations to existing structures; and (6) plans for landscaping, irrigation and grading.

(d) Upon approval by the ARC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ARC. Approval for use in connection with any Lot or structure of any plans and specifications shall not be deemed a waiver of the ARC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or structure. Approval of any such plans and specifications relating to any Lot or structure, however, shall be final as to that Lot and structure and such approval may not be rescinded thereafter, provided that there has been strict adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(e) Neither Declarant nor any member of the ARC shall be responsible or liable in any way for any defects in any plans or specifications approved by the ARC, nor any structural defects in any work done according to such plans and specifications or for the location of the rough-staked house on any Lot. Further, neither Declarant nor any member of the ARC, shall be liable in damages to anyone submitting plans or specifications for approval under this Article, or to any Owner affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the location of any such house. Every person who submits plans or specifications to the ARC for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant or any member of the ARC, to recover for damages, and such right, if any, to institute any action or suit, is waived.

(f) All new home construction (except renovations or repairs to any existing structure) on a Lot must be performed by a member of the Acadia Builders Guild, or by a builder approved in its discretion by the ARC. The term of this Section shall automatically expire on December 31, 2036 unless reduced by the Declarant or extended by the Association.

**6.4 Violations.** If any structure shall be erected, placed, maintained or altered upon any Lot, other than in accordance with the plans and specifications approved by the ARC, the Code and this Declaration, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article. If, in the opinion of the Declarant, or the Board upon recommendation of the ARC, such violation shall have occurred, the Board shall provide written notice to the Owner, setting forth the nature of

the violation and the specific action required to remedy the violation. If the Owner does not take reasonable steps toward the required remedial action within thirty (30) days after this notice of violation, then the Board shall have the right to lien the Owner's Lot for damages anticipated or actual, and to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

**6.5 Variances.** The ARC, in its sole discretion, may grant, or refuse to grant, such variances, waivers, or special exceptions as it deems appropriate, to any matters or requirements subject to its authority, as granted and set forth in this Declaration.

## **ARTICLES VII: USE RESTRICTIONS AND RULES**

**7.1 General.** In addition to the Design Code, this Section sets out certain use restrictions which must be complied with by all Owners and Occupants. In the event of a conflict with the Design Code, this Declaration and its terms shall prevail. In addition to amendments made by Declarant, the Board may, from time to time, without consent of the members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. Such use restrictions and rules shall be distributed to all Owners and Occupants and shall become effective on the date adopted as set forth therein and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a 2/3rds majority of the Total Association Vote or by the Declarant or Board as permitted herein.

**7.2 Residential and Non-Residential Uses.** (a) All Lots (except for Special Use or amenity Lots) shall be used for residential purposes exclusively. No business or business activity shall be carried on, in or upon any Lot at any time, except with the written approval of the Board. The provisions of this Section shall not apply to the Common Area. Leasing of a Lot to an Occupant for use as a residence shall not be considered a business or business activity. Private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwelling. Declarant shall have the right to designate any Lot as a Special Use Lot in the deed by which Declarant conveys title to the Lot. Special Use Lots may be used for (i) residential purposes as provided above, (ii) for such commercial purposes as may be specifically authorized and limited in the deed designating the Lot as a Special Use Lot; or (iii) for a combination of such uses.

(b) The Declarant or the Board may permit but shall not be obligated to allow a Lot to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or By-Laws, does not create a disturbance or nuisance, does not unduly increase parking congestion, and comply with all local government requirements for permits. The Board, by majority vote, may promulgate, from time to time, such reasonable rules and regulations regarding permitted business activities as it deems necessary or appropriate.

(c) Declarant shall have the right to operate sales offices, model homes, and construction offices from one or more Lots specifically including, but not limited to, maintaining business offices, storage areas, construction yards and equipment, signs and sales offices.

**7.3 Subdivision of Lots.** No Lot or contiguous group of Lots may be subdivided or replatted in any manner which would bring about a greater number of Lots, or reduce the Lot in size or its boundary lines changed, except by Declarant. Declarant hereby reserves the right to subdivide, reduce, enlarge or change the boundary lines of any Lot, including the right to re-plat any Lot or Lots owned by Declarant, including the right to establish or approve condominium forms of ownership on portions of the property subject to this Declaration. Any division, boundary line change, or re-platting shall comply with subdivision and zoning regulations. Declarant's right to re-plat any Lot shall include the right to increase or decrease the size of any Lot, combine Lots or portions thereof, change the configuration of streets and otherwise make changes on the final plat for the Community as to how the streets and Common Areas in the Community are configured.

**7.4 Building Size Requirements.** Except for condominium, townhome, duplex or other multi-family dwelling units planned or approved by Declarant, or as may be allowed by variance from the ARC for a dwelling in the community, no residential dwelling shall be permitted on any Lot with less than One Thousand Six Hundred (1,600), nor more than Six Thousand (6,000), square feet of heated and air conditioned living areas of the main structure calculated from exterior dimensions, exclusive of open porches, garages, carports, screened porches, and all unfinished basement or other unfinished interior spaces calculated from exterior dimensions, all as more fully set forth in the Design Code. Except for condominium units, townhomes, duplexes or other multi-plex dwelling units planned or approved by Declarant, no building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single family residence not to exceed 36 feet in height, and also limited to three stories in height. The term "story" or "stories" shall include any garage, basement or similar area.

**7.5 Setbacks, Building Lines.**

(a) In no event shall any dwelling be erected and located upon any such Lot closer to the front property line, closer to the rear property line and closer to the side property lines than those setback measurements all as more fully set forth in the Design Code, as may be shown on recorded plats filed by the Owner or Declarant or as may be determined by the Declarant or the ARC. The area included within these setback lines shall include the buildable area, meaning that area in which the dwelling structure and its appurtenances are to be constructed on the Lot, but no building shall be erected inside the building area unless its site placement and design are first approved by the ARC. All enclosed areas of the residence must be contained within the buildable area, which must include all eaves, overhangs or gutters and foundations, none of which may extend beyond the buildable area unless approved by the ARC.

(b) No building shall be erected or maintained so as to encroach upon any maintenance, trail, pedestrian, utility or drainage easement unless approved by the ARC.

**7.6 Compliance with Zoning and Subdivision Regulations.** In no event shall any residence be erected and located upon any Lot in a manner which violates the requirements and provisions of the applicable zoning ordinances and subdivision regulations in effect where the Community is located.

**7.7 Obstructions to View at Intersection.** All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem. The lower branches of trees and other vegetation shall not be permitted to obstruct the view at intersections, and it shall be the responsibility of the respective Lot Owner upon whose Lot such branches or vegetation exist to ensure that the view of traffic at intersections is unimpeded.

**7.8 Completion of Construction.** All improvements commenced on any Lot in the Community shall be prosecuted diligently to completion and shall be completed within one (1) year from its commencement, unless such improvements are being constructed by Declarant or unless an exception is granted by the ARC. If an improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required period, then after notice to the Owner of the Lot, the Association shall have the right to impose a fine of Two Hundred (\$200.00) Dollars per day, or such other amount as the Association shall deem appropriate, on the Owner of the Lot until construction is resumed, or the improvement is completed, the Owner may appeal to the Board for waiver of fine for good cause shown, but such waiver is within sole discretion of the Board. Such charges shall be considered a default assessment and lien as provided herein. Approved landscaping shall be completed within thirty (30) days after the completion of an improvement on the Lot or a fine of Ten (\$10.00) Dollars per day, or such other amount as the Association may deem appropriate, shall be levied against the Lot Owner. The Association may also take appropriate court action to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction, or as may have been extended.

**7.9 Delivery Receptacles, Property Identification Marker and all other Streetscapes.** All mailboxes, property identification markers, fences, lights and all other streetscapes must conform to the design standards established for Acadia by the ARC.

**7.10 Signs.** No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the ARC and in accordance with the Code. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs. Any signs required by legal proceedings may be erected upon any Lot after the ARC has been provided with evidence of such proceeding.

**7.11 Vehicles.** The term “vehicles”, as used herein and in the Code, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, e-bikes, bicycles, golf carts, SUVs, NEVs, ATVs, go-carts, trucks, campers, buses, vans, and automobiles. No vehicle may be parked in any alley, whether the alley is one-way or two-way designated for traffic direction. No vehicle may block or impede any access to a trail, common area or amenity. No vehicle may be parked, stored, or otherwise allowed to remain in or on any common area, open space, or in any community parking lot, except as may be allowed and permitted by the Association. Any vehicle in violation of this Section 7.11, including all subparts, shall be subject to immediate towing and/or removal at the vehicle owner’s expense, pursuant to the general enforcement powers granted in Article 13 hereof. The Association shall have no responsibility or liability to the vehicle owner for any loss or damage caused by or related to such towing or removal.

(a) Homeowners and their guests with buses, motor homes, campers, boats, trailers, trucks larger than SUVs or any other large vehicle (generally, “oversized vehicles”), or other motorized or electrically-propelled vehicle (excepting e-bikes) such as golf carts, ATVs, NEVs, motorcycles, or any propelled vehicle other than a conventional automobile, must store or park such vehicle within an enclosed garage or storage area approved by the ARC, or in an area adequately screened so as to be completely concealed from view of adjoining and neighboring properties, from public streets, private alleys, common areas, and from sidewalks and pathways. The Board, in its sole discretion, may determine the adequacy of such screening, and grant a variance for when complete screening may not be possible. Oversized vehicles are typically too large for standard-size garages on a Lot or adequate screening, so other off-Lot storage will typically be required. Oversized vehicles are not permitted to be garaged or stored on Lots served by rear alleys due to the constraints such oversized vehicles impose on other homeowners and essential services needing to use the alleys. For the avoidance of doubt, except as expressly set forth hereinabove, and subject to the discretion of the Board, parking of a resident’s or guest’s motor home, boat, camper or other over-sized vehicle is prohibited everywhere in Acadia at all times.

(b) In addition to the foregoing, no vehicles, boats, motor homes, trailers, or recreational vehicles which are either unlicensed or inoperable may be stored upon any portion of the Community at any time unless fully enclosed in an Owner’s garage on the Lot. Any vehicle being repaired or conditioned for travel that is outdoors must have completed work within twenty-four (24) hours. No unlicensed vehicle shall be left upon any portion of the Community, except in a garage or other area as may be designated by the Board.

(c) Except as expressly permitted by 7.11(a) and 7.11(b) above, upon request of Declarant or the Association, any unlicensed vehicle or oversized vehicle present within Acadia (including any such vehicles owned by the guests, invitees, or tenants of an Owner) shall be immediately removed by the Owner. The Association shall have the right to remove any such vehicle after a Violation Notice with Violation Cure Deadline given pursuant to Article 13.1 (a), or sooner and without notice if the Board determines, in its reasonable discretion, that the presence or location of such noncomplying vehicle presents an emergency or exigent circumstance, or otherwise poses an unreasonable risk to the health and/or safety of the Community. The costs of such removal, whether exigent or after notice, shall be assessed against such Owner.

(d) No one without a valid driver’s license may operate any motorized or electrically propelled vehicle (excepting e-bikes) in the Community, whether on public streets or private ways and paths. No motorized or electrically propelled vehicle (excepting e-bikes) shall be permitted on pathways or unpaved Common Areas unless such vehicle is for public safety or personal health and was authorized by the Board. Golf carts and NEVs may be permitted on certain designated pathways if Owner applies to Board for health reasons. The Board has sole discretion to issue such permits.

**7.12 Leasing.** Subject to the Code, dwellings in Acadia may be leased for residential purposes, and Special Use Lots may be leased for commercial or business purposes, as approved by the Board. All leases shall have a minimum term of at least six

(6) months, and short-term rentals or leases of less than 6 months duration are prohibited in the Community. All leases shall require, without limitation, that the tenant and all occupants acknowledge their receipt of a copy of the Declaration, By-Laws, and Code setting forth the use restrictions, rules and regulations of the Association. All leases shall also obligate the tenant to comply with the foregoing, and shall provide that the failure or refusal of the tenant (including the tenant's guests and any occupants of the leased Lot) to comply with the terms and provisions of the Declaration, or any rules and regulations promulgated thereunder, shall constitute an event of tenant default under the lease. In the event of violation or noncompliance which shall continue or remain uncured after the Cure Deadline provided in the Notice of Violation, the Association, in addition to any other remedies available to it, may declare the tenant in default under the lease, evict the tenant on behalf of the Owner, and assess all costs associated therewith (including reasonable attorney's fees) against the Owner.

**7.13 Occupants Bound.** All provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions, or design guidelines promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a Charge, assessment, or fine is levied against an Occupant and is not paid in a reasonable period of time, the fine may then be levied against the Owner, and shall, if not paid, remain the responsibility of the Owner.

**7.14 Clothes Lines, Laundry.** No clothes lines, laundry equipment, towel racks, or other objects are to be erected or used for laundry on any Lot except when they are screened and concealed from the streets, alleys, pathways, adjoining properties and from general view.

**7.15 Garbage Cans & Refuse Disposal; General Screening; Yard Debris & Lawn Care.** (a) No Lot or Common Area shall be used or maintained as a dumping, storage, or disposal ground for rubbish or yard debris. Trash, garbage or other refuse waste shall not be kept except in sanitary containers which are provided for trash and recycling to homeowner upon move-in by the waste collection company authorized by Board (which is paid by and through AOA dues). All equipment for the storage or disposal of such garbage, recycling or other refuse material shall be kept in a working, clean and sanitary condition. If such litter, yard debris, refuse, or other garbage or disposed material is found on any Lot, then removal or disposal will be at the Lot Owner's expense.

(b) No refuse items shall be burned, buried or disposed of in any fashion within the boundaries of said Lot or on any street, alley or adjoining or nearby property. All rubbish, trash, yard debris, refuse and garbage shall be regularly and promptly removed and shall not be allowed to accumulate. No private garbage pick-up services will be permitted unless approved by the Board.

(c) All garbage cans, wood piles, hot tubs, spas, and related equipment, and other items identified by the Board for general screening shall be located and screened so as to be concealed from view of adjoining and neighboring properties, from public streets, private alleys, and common areas, and from sidewalks and pathways. The Board may

determine the adequacy of such screening and grant a variance for when complete screening may not be possible.

(d) In order to minimize congestion of streets and alleys, and to maintain consistent levels of service, appearance and regularly scheduled maintenance, and also to reduce the number of vendors operating within the community, only lawn care services approved by the Board may be used.

(e) Notwithstanding any of the foregoing provisions, Declarant reserves the right to store, dump and bury rocks, trees and stumps on property within the Community as needed, and to allow builders to do the same as and where directed by Declarant. Otherwise, construction waste, trash, garbage, debris, leaves, grass, trees, tree limbs, or other yard debris or waste matter of any kind may not be disposed or burned within the Community. Further, Declarant may maintain and utilize a “burn pit” and “yard debris disposal areas” during development and construction of the Community.

#### **7.16 Animals and Pets.**

(a) No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in a reasonable number, as determined by the Board. No pets or animals shall be kept, bred, or maintained for any commercial purpose.

(b) Dogs and cats and other household pets shall be kept and walked on a physical leash unless the pet is within a dwelling, enclosed yard, or a yard area bordered by an “invisible fence” designed for animal control or designated “pet park” area in Acadia. Where pets are allowed to be walked beyond your yard, please always carry a physical leash, even if your pet wears an e-leash or e-collar and you have control over the pet with that device. When another person is walking on the trail, and sees your pet unleashed, even if the pet is wearing an e-collar, you should call your pet to heel and attach the physical leash, so the approaching neighbor can visually see and appreciate that you have control and command of your pet. In addition to the pet policies of this Article, all pets in Acadia are subject to leash restrictions. No pet is allowed beyond the homesite unless on leash and under control of homeowner or walker.

(c) Pet waste shall not be permitted to accumulate in any yard, and every pet owner shall pick up (from yard or from common areas) and dispose of pet waste in the homeowner’s trash or acceptable recycle container. No pet is allowed to urinate or defecate on another neighbor’s yard, or in your yard unless you promptly clean it up. Any pet defecation in a common area or on other Owner’s Lot must be immediately bagged, removed, and properly disposed of at the pet owner’s home, not disposed in public trash cans or tossed into green areas. This includes the designated pet parks.

(d) No pet which has caused any damage or injury to person or other pet shall be walked in the Community, whether on a leash or otherwise. All pets shall be appropriately vaccinated. Pets which endanger health, pets of a vicious training or demonstrated nature, pets which make objectionable noise or constitute a nuisance to residents, as determined in the sole discretion of the Board, must be kept indoors or, failing such control, must be removed permanently from the Community by their owner

upon request of the Association. Even if on leash, a pet that displays aggressive behavior to other pets or persons, such as barking, biting, jumping or clawing, must be returned home immediately. If such aggression continues, then a muzzle must be used, otherwise the Board may restrict the pet to the homesite.

(e) No pet may be left outside the home, whether in the front, side or rear yard, when the homeowner or pet sitter is not at the home. Leaving a pet outdoors while Owner or pet sitter is away from the home is never permitted. Unattended pets left outdoors could attract more dangerous wildlife, such as coyotes, fox, bear or other predatory wildlife.

(f) Pet fences and electric runs are permitted only upon approval by the ARC of the design and location thereof. No pet fencing is permitted in the front yard of any homesite, or abutting any sidewalk or common pathway, except as may be approved by ARC or by the Board by special variance. No pet shall be free to move off the front porch of a home unless physically attended, and no fencing may extend the pet run area off the front porch or into the front yard or walkway of a homesite. Any pet that charges or barks aggressively at a pedestrian passing by a homesite shall be kept inside the home. Pets left outside that bark incessantly (over 10 minutes), after a first offense warning, must be kept indoors until homeowner can demonstrate pet control sufficient to avoid such subsequent behavior.

(g) The Association may notify the Owner that any such behavior listed above constitutes a violation of the Declaration, and may assess a \$25 fine for each and every violation of these pet control regulations, and may increase the fines to \$50 for each violation or continued non-compliance after two notices and fines within a calendar year (known as the “third strike” penalty).

**7.17 Nuisance & Quiet Day/Hours.** It shall be the responsibility of each Owner and Occupant to prevent the development or continuation of any unclean, unhealthy, unsightly, or unkempt condition on the Lot and property. No Lot or property within the Community shall be used, in whole or in part, for the storage of any item that will cause such Lot to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that may emit foul or obnoxious odors or that may cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property, or the Community at large. This would include pet waste that is not regularly disposed as required in the CCRs. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the aesthetic appreciation and enjoyment of the Community. Without limiting the generality of the foregoing, no amplification speaker (except outdoor music speakers as part of a home entertainment system operated at reasonable volume levels and at reasonable times), horn, whistle, siren, bell, amplifier or other sound device, (further excepting such devices as may be used exclusively for security purposes) shall be used, located, installed,

or maintained upon the exterior of any house or on the Lot unless required by law. Amplified music and bands may be played, practiced, rehearsed and performed in designated areas of the Community or in enclosed buildings on a Lot so long as such music is not so loud as to be a nuisance, as determined in the reasonable judgment of the Board.

The operation of power tools, leaf blowers, lawn mowers, weed eaters, chain saws and other loud power equipment anytime on Sundays, and in the pre-dawn morning or after-dark evening hours on all other days, is widely considered by many Acadians to be inconsistent with a peaceful and relaxing community, and an unreasonable disruption of the tranquility of one's home. Everyone deserves "a day off"; the need for a "Quiet Day" and "Quiet Hours" is appreciated by many in Acadia. Even the builders are not allowed to work in Acadia on Sundays without special permission from the ARC.

Accordingly, the Declarant and the Association desire hereby to memorialize, acknowledge, and promote the observance of the above-described Quiet Day and Quiet Hours as the accepted etiquette for the Acadia Community. This standard of etiquette is rooted in the principles of mutual respect and courtesy for one's neighbors, and, together with the other rules, regulations, and provisions of this Declaration, is essential to encouraging harmonious community living. As such, respect for, and good faith observance of, this etiquette is expected of all Acadians. The Declarant and the Board have confidence in the ability and willingness of Acadians to voluntarily observe and honor this etiquette for the mutual benefit of the Community, and therefore desire to allow Quiet Day and Quiet Hours to be primarily self-policing, and to avoid imposing penalties and/or fines for violations of same. However, the Association may, in its discretion, give one or more "courtesy notices" to Lot Owners if any conduct or actions are deemed to be in breach of the Quiet Day/Hours etiquette. Such activity, by itself, does not presently constitute a violation of the Declaration. However, if voluntary compliance with Quiet Day/Hours is, in the discretion of Declarant or the Board, no longer effective, then the Declarant hereby expressly reserves to itself and to the Board, acting jointly or singly, the future right to unilaterally amend the Declaration to require compliance with Quiet Day/Hours in such particulars, and enforceable by such penalties, as are then determined by the Declarant or the Board.

For the avoidance of doubt, the provisions of the preceding paragraph are expressly limited to the use of tools, machinery, and equipment during Quiet Day/Hours. All other conduct, activity, or circumstances, creating noise or other conditions that constitute a nuisance, or which unreasonably disturb the peace, quiet, comfort, or serenity of the Owners or occupants of surrounding property, or the Community, shall constitute a violation of the Declaration, subject to the enforcement and penalty provisions thereof.

**7.18 Unsightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including without limitation the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community unless in a garage or area adequately screened from public view and neighboring Lots.

**7.19 Drainage.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or

Occupant may alter, obstruct, or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains, the right to alter same being expressly reserved to Declarant. No Owner shall install drainage systems that cause a directed, diverted or increase flow of storm water onto any downstream property, and shall design as part of the landscape plan for the building an adequate diversion of storm water from the Lot into the storm water drainage systems in the Community, subject to ARC approval.

**7.20 Hunting, Guns, Bows & Arrows, Fireworks.** There is no hunting permitted in Acadia. Tree stands, hunting blinds, and any other observation posts placed in common areas or open spaces will be removed without notice. The use of firearms, bow and arrows, or ax or knife throwing in the Community is prohibited without a variance by the Board. The term “firearms” includes rifles, pistols, “BB” guns, pellet guns, paintball guns, and small firearms of all types. Due to the risk of fire, and the nuisance of noise, no fireworks of any type or grade are permitted in Acadia, and none may be ignited on a Lot or on any Common Area, except as may be sponsored or permitted by the Association for a sanctioned Community event.

**7.21 Utility Lines.** No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction or installed by or at the request of the Declarant.

**7.22 Air-Conditioning and Generator Units.** No window air conditioning units may be installed on any dwelling or commercial space. Outdoor HVAC systems and generators that are connected to the electrical panel system of the dwelling are permitted with ARC approval for size, noise, fuel source, site location and screening.

**7.23 Lighting.** Exterior house or Lot lighting visible from the street or directed to, or which shine upon adjoining Lots that are not adequately controlled (as determined by the Board) by motion or time sensors or otherwise hooded or with low lumens to prevent direct glare are prohibited, except for (a) lighting approved by the ARC in the landscape plan installed on a Lot; (b) decorative light posts as approved by the ARC; (c) common area and street lights in conformity with the established street lighting program as adopted by the ARC for the Community; (d) seasonal decorative lights that cover no more than 20% of the front vertical surface area of the dwelling, excluding roof areas (which are prohibited); or (e) front house illumination of model homes.

**7.24 Artificial Vegetation, Exterior Sculpture, Flags, Yard Art and Similar Items.** Unless and until the effective date of any South Carolina law which may prohibit the enforcement of some or all of the provisions of this Section 7.24, the following restrictions shall apply to all Lots and Common Areas. In such event, any provisions hereof which are contrary to South Carolina law shall be deleted herefrom only to the extent minimally necessary to comply with such law, and all remaining provisions shall remain in full force and effect.

(a) No artificial vegetation shall be permitted on the exterior of any property unless approved by the ARC. Exterior sculpture, fountains, flags, and similar items must be approved by the ARC. ARC may remove any non-conforming item after notice.

(b) Concerning yards and exteriors of homes, specific limitations are imposed on the display of flags, bunting, signage, statuary and other forms of yard art. Flag poles are not permitted without variance from the ARC. For aesthetic reasons, only flags permitted herein by size and number and placement may be displayed.

(c) United States federal and state flags displayed hanging from hangers affixed to exterior side of homes are not for permanent display for residential use in Acadia, unlike public facilities and offices. However, only one (1) US federal flag no larger than 3'x5' and one (1) South Carolina or other state flag no larger than 3'x5' may be hung and displayed on residential dwellings in Acadia if displayed in a respectful manner, consistent with 36 U.S.C. Sections 171-178, as amended. Permanent display of the US flag or state flag is currently permitted in Acadia, but the appropriate etiquette and what the Board encourages is display limited to the following:

- **New Year's Day**, January 1
- **Inauguration Day**, January 20
- **Martin Luther King Jr.'s Birthday**, third Monday in January
- **Lincoln's Birthday**, February 12
- **Washington's Birthday**, third Monday in February
- **Easter Sunday** (variable)
- **Mother's Day**, second Sunday in May
- **Armed Forces Day**, third Saturday in May
- **Memorial Day** (half-staff until noon\*), the last Monday in May
- **Flag Day**, June 14
- **Independence Day**, July 4
- **Labor Day**, first Monday in September
- **Constitution Day**, September 17
- **Columbus Day**, second Monday in October
- **Navy Day**, October 27
- **Veterans Day**, November 11
- **Thanksgiving Day**, fourth Thursday in November
- **Christmas Day**, December 25
- **Other days** as may be proclaimed by the President of the United States
- **The birthdays of States** (date of admission)

*\*On Memorial Day, the US flag should be hung at half-staff until noon, when it should be raised to the top of the staff. For general use, display and handling of such flags, please follow the U.S. Dept. of Veterans Affairs display etiquette found at [www.va.gov/opa/publications/celebration](http://www.va.gov/opa/publications/celebration).*

(d) The US, state and US military flags and bunting are permitted during the week of Federal or South Carolina public holidays, such as the Fourth of July, Memorial and Veterans Day, and during the week of any public commemoration, such as public inaugurations or memorials. Flags of foreign countries recognized by the US State Department, joint US-Foreign flags, veterans and military service flags (e.g., Marine Corps, USAF) may likewise be displayed during the period of a US federal or state published commemorative event, but typically not year-round. This etiquette, like all other etiquettes for Community-wide design and living set forth in these CCRs, is expected of all Acadians. The CCR Committee may notify the homeowner of this, but such extended display does not as yet constitute a violation of the CCRs. Any display of an altered or

adulterated version of such a flag is not approved and will be treated as violation of the CCRs.

(e) The Acadia community and fan flags, such as school, college, amateur and pro sports team flags, may be displayed on the exterior of the homeowner's home, but not on any amenity or in any common area or open space without Board approval (excepting during private rental of an amenity by homeowner). The limit is one flag displayed per event of a size not to exceed 3'x5'; no multiples of fan flags may be displayed. The etiquette is for fan flags to fly only during the game week, but these may not be displayed longer than the sport's season, and never as a permanent or annual display. This etiquette, like all other etiquettes for community living set forth in these CCRs, is expected of all Acadians. The Board may notify the homeowner of this, but such fan flag's extended display beyond game week does not as yet constitute a violation of the CCRs unless it is displayed beyond the sport's season or is altered, adulterated or used as a political or social messaging display.

(f) Family celebration signage, like birthdays, new births, reunions, weddings or graduations, are permitted in the homeowner's yard, but not on any amenity or in any common area or open space without Board approval (excepting during private rental of an amenity by homeowner), and in the yard for only the month of the event being celebrated. Night lighting of these displays is not permitted after midnight.

(g) Holiday displays on homes and in yards are to be limited for aesthetic appreciation and to avoid the nuisance of excessive or inappropriate yard art and distractive lighting. Several seasonal holidays, like Halloween, Thanksgiving, Christmas, and Easter are celebrated with yard art displays. To avoid excessive displays, these displays are limited to and should only be installed and displayed in the month of the holiday, and removed within ten (10) calendar days following the end of the month of the holiday being celebrated. Most Acadians limit their displays to fit and respect the holiday season. Some displays that are unique, excessively lit, or over 4 feet in height when inflated or installed, may be seen as "creative" by some but as a "nuisance, excessive or offensive" by others. For example, some see a pumpkin as a Halloween and Thanksgiving decoration theme, reindeer as a Thanksgiving and Christmas theme, and are hereby acceptable Holiday cross-over displays. Others see skeletons, ghosts, and death displays as suitable for Halloween, but as non-traditional, inappropriate, or offensive for other holidays like Christmas, Easter or Valentine's Day displays. The Board, in the exercise of its discretion, can and will determine when examples are not acceptable displays. The Board will notify the homeowner when such Holiday display constitutes a violation of the CCRs and must be removed or brought into compliance. In order to avoid such a violation, the CCR Committee will review an Owner's request if submitted before installation, of any unique, non-traditional or large display design, and in the Committee's sole discretion it may reject or approve a proposed design with limitations or changes to be incorporated before installation. Once the CCR Committee notifies the homeowner that a holiday display constitutes a violation of the CCRs, it must be immediately removed.

(h) All signage, flags or displays of any type are prohibited that promote political candidates, parties, policies, messages or agendas; that promote social messaging or crowd funding; that promote or advertise any service, product or agenda. No other flag, banner or

display not otherwise allowed by this section above may be displayed unless it has been approved, in advance, by the Board, which shall use its sole discretion in its review of any such request. This prohibition includes all other flags, symbols, signage or other yard, window, roof or exterior displays of any type or message. Even if a homeowner believes their flag or display is not intended as “political”, “social message”, or “offensive” display, it is not their personal opinion that determines this; it is in the sole discretion and authority of the Board, unless such discretion is otherwise informed or limited by law. The Board may notify the homeowner when such display constitutes a violation of the CCRs and must be immediately removed.

(i) All homes must have landscaping plans approved by Acadia’s Architectural Review Committee (“ARC”), which include plantings, trees, grass, and any supplemental plantings. These outdoor landscape plans must also identify for ARC approval the location and design of mailbox, outdoor lighting, and hardscapes such as window boxes, walls, trellis, gazebos, sheds, fences, contained dog-run or child’s-play area, playground equipment, pools, spas, fountains, and statuary. Bird feeders are permitted. No other yard art is permitted, including nature flags, color displays, or items that are not natural and have not been otherwise included in the ARC-approved landscape plan. Unless previously approved by the ARC, the Board may notify the homeowner that such display constitutes a violation of the CCRs and must be immediately removed.

**7.25 Exteriors.** Any change to the exterior color or design of any improvement located on a Lot, including, without limitation, the dwelling and its windows, doors or roofs, driveways, parking areas, yards or fences must be approved by the ARC.

**7.26 Exterior Security Devices.** No exterior security devices, including, without limitation, window bars, alarm gates, or electrified fencing (excepting approved electronic pet fencing), shall be permitted on any residence or Lot without ARC approval. Signs less than six inches (6”) by six inches (6”) may be placed on the Lot or the exterior of the residence stating that such residence is protected by a security system. Ring and other security cameras and detection systems are permitted, so long as these are not directed or positioned in a way which may, or would tend to invade the privacy of a neighbor.

**7.27 Entry Features.** Owners shall not alter, remove, or add improvements to any entry features constructed on any Lot, or any part of any easement area associated therewith without the prior written consent of the ARC.

## **ARTICLE VIII: INSURANCE AND CASUALTY LOSS**

**8.1 Insurance on Common Area.** The Board of Directors or the duly authorized agent of the Association shall have the authority to, and shall obtain, insurance for all insurable improvements whether or not located on the Common Area which the Association is obligated to maintain. This insurance shall provide, at a minimum fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase “all-risk” coverage in like amounts.

**8.2 Liability Insurance.** The Board shall obtain a general commercial liability policy applicable to the Common Area 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. The public liability policy shall have a combined single limit of at least two million (\$2,000,000) dollars. If available, the Board is also authorized to obtain directors' and officers' liability insurance coverage.

**8.3 Premiums.** Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

**8.4 Miscellaneous.** All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee for the respective benefited parties, as further identified below. Such insurance shall comply with these provisions:

(a) All policies shall be written with a company licensed to do business in South Carolina, with a rating of not less than "A" as determined by *Best's Key Rating Guide*, or if no longer available, by another comparable rating guide.

(b) Exclusive authority to settle losses under policies obtained by the Association shall be vested in the Association's Board of Directors; however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available, and all insurance policies shall be reviewed annually.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and Occupants and their respective tenants, servants, agents, and guests;

(2) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(3) That no policy may be cancelled, invalidated, or suspended on account of any one or more individual Owners;

(4) That no policy may be cancelled, subjected to non-renewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct, and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner, or Mortgagee;

(5) That any “other insurance” clause in any policy exclude individual Owner’s policies from consideration; and

(6) That no policy may be canceled, subjected to non-renewal, or substantially modified without at least thirty (30) days prior written notice to the Association.

(f) In addition to the other insurance required by this Section, the Board shall obtain worker’s compensation insurance to the extent necessary to satisfy the requirements of applicable laws, and shall obtain a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association’s funds, if reasonably available. If obtained, the amount of fidelity coverage shall be determined in the minimum amount of three (3) months’ assessments plus reserves on hand. Bonds shall contain a waiver of all defenses provision based upon the exclusion of persons serving without compensation and may not be canceled, subjected to non-renewal, or substantially modified without at least thirty (30) days prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, and the US Department of Veterans Affairs, or the U.S. Department of Housing and Urban Development.

**8.5 Individual Insurance.** By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots, and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket “all-risk” casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an “all-risk” policy, if reasonably available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. The policies required hereunder shall be in effect at all times. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner. The losses under policies obtained by an Owner shall be vested in the Owner. The Association shall have the right, but not the obligation, at the expense of the Owner, to acquire the insurance required to be maintained by the Owner if the Owner fails to provide a valid policy to the Association with a prepaid receipt within ten (10) days after receipt by the Owner of a written request from the Association. If the Association does acquire insurance on behalf of any Owner, the cost thereof shall be assessed against the Owner and the Lot as a special assessment.

## **8.6 Damage and Destruction – Insured by Association.**

(a) **In General.** Immediately after damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. The Board shall have the enforcement powers specified in this Declaration necessary to enforce this provision.

(b) **Repair and Reconstruction.** Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five (75%) percent of the Total Association Vote otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

(c) If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

(d) In the event that it is determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event, the property shall be restored to its natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition.

**8.7 Damage and Destruction – Insured by Owners.** The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board shall have all enforcement powers specified in this Declaration.

**8.8 Insurance Deductible.** In the event of damage or destruction to the Common Areas or other areas or improvements maintained by the Association, the deductible for any casualty insurance policy carried by the Association shall be paid by the Association, but the Association may allocate the cost thereof among any Persons who are responsible, in whole or in part, for such damage or destruction.

## **ARTICLE IX: CONDEMNATION**

In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been made, then, unless within sixty (60) days after such taking, at least seventy-five percent (75%) of the Total Association Vote shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor.

## **ARTICLE X: MORTGAGEE PROVISIONS**

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Section apply to both this Declaration and the By-Laws, notwithstanding any other provisions contained therein.

**10.1 Notices of Action.** An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an “eligible holder”), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community, or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days; and

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

**10.2 No Priority.** No provision of this Declaration or the By-Laws gives, or shall be construed as giving, any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to, or a taking of, the Common Area.

**10.3 Notice to Association.** Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner’s Lot.

**10.4 VA/HUD Approval.** As long as the Declarant has the right to appoint and remove the directors of the Association and so long as the project is approved by the U.S. Department of Housing and Urban Development (“HUD”), or the U.S. Department of Veterans Affairs (“VA”), for insuring or guaranteeing any Mortgage in the Community, the following actions shall require the prior approval of the VA or HUD, as applicable: annexation of additional property to the Community, except for annexation by Declarant in accordance herewith or pursuant to a plan of annexation previously approved by the VA or HUD as applicable; dedication of Common Area to any public entity; mergers and consolidations of the Association; dissolution of the Association; and material amendment of the Declaration, By-Laws, or Articles of Incorporation.

**10.5 Applicability of Article.** Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or South Carolina law for any of the acts set out in this Article.

**10.6 Amendments by Board.** Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD, or VA subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

## **ARTICLE XI: COMMON AREAS**

**11.1 Common Areas.** The Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners, as may be reasonably further specified by the Board, from time to time. There shall be no obstruction or alteration of, nor shall anything be wasted or stored, altered or constructed in or removed from the Common Area without the prior written consent of the Board. Common areas with designated trails and pathways are for common use and enjoyment of the Acadia residents, their families and accompanied guests, and the invited public to the Community, and include easements designated across any Lot. Violations are subject to the general enforcement powers granted in Article 13 hereof.

**11.2 Insurance.** No use shall be made of the Common Areas which will increase the rate of insurance upon the property without the prior consent of the Board. No Owner shall permit anything to be done or kept on the Common Areas, or any part of the Common Areas, which will result in cancellation of insurance, or which will be in violation of any law.

**11.3 Nuisances and CCR Violations.** No obnoxious or offensive activity, or other conduct in violation of the Declaration, or duly adopted Community rules or regulations, shall be allowed upon any Lot, or in the Common Areas or Open Spaces, or in the streets or on any undeveloped land in the Community. Likewise, no use, practice, activity, or conduct which is the source of annoyance or nuisance to Owners or guests, or which otherwise violates the terms and provisions of the Declaration, or which unreasonably interferes with the peaceful possession and proper use of any area in the Community shall be allowed. The Board is authorized hereby to promulgate, from time to time, reasonable rules and regulations governing the permitted and/or prohibited use of the

Common Areas, and the Community at large, including the personal conduct of the members and the invited public thereon, and to establish fines (not less than \$25 per violation) for violations thereof.

**11.4 Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Common Areas or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Common Areas shall be as is specified in this Declaration.

**11.5 Reservation of Easements.** Declarant reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use electric and telephone poles, wires, cables, conduits, storm sewers, drainage swales, sanitary sewers, water mains, gas sewer and water lines and other public or private conveniences or utilities on, in or over the Common Areas.

**11.6 Additional Easements.** Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way over the property owned by the Declarant. In addition, Declarant hereby reserves the right to grant easements and rights-of-way over, under and through the Lots and Common Areas so long as Declarant shall own any portion of the property located within the Community. The easements and rights-of-way granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with the enjoyment of the Common Areas or the Lots; provided that any such easements and rights-of-way shall not materially adversely affect the substantive rights of the Lot Owner or adversely affect title to said Lot without the consent of the affected Lot Owner. Declarant and the Board may grant easement and licenses for special events such as parades and other community or charity functions or private events. Declarant reserves an easement for photography of all Common Areas, Lots and dwellings for its marketing and promotional purposes.

**11.7 Restoration and Repair.** In the event that any portion of the Common Areas are damaged or destroyed by casualty, it shall be repaired or restored to substantially the condition prior to the damage or destruction by the Association, unless it is determined by the Board not to be reasonably practicable under the circumstances.

## **ARTICLE XII: OTHER EASEMENTS**

**12.1 Easements for Encroachment and Overhang.** There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Area adjacent thereto, and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration). Such reciprocal appurtenant easements for encroachment and overhang shall be allowed to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area, or between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such

point. In no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

**12.2 Easements for Use and Enjoyment.** Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to, and shall pass with, the title to each Lot, including trails and pathways designated across certain Lots, subject to the following provisions:

(a) the right of the Association to charge reasonable dues, assessments and other fees for the use of any portion of the Common Area, including the streets, the entrance landscaping, whether or not located on Common Area, any recreational facilities situated upon such Common Area and for privacy protection;

(b) the right of the Association to limit the number of guests of Lot Owners and tenants who may use the Common Area, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, and invitees;

(c) the right of the Association to suspend the voting rights of a Lot Owner and the right of an Owner to use the recreational facilities available for use by the Community, if any, for any period during which any assessment against such Owner's Lot which is hereby provided for remains unpaid; and, for a reasonable period of time, for an infraction of the Declaration, By-Laws, or rules and regulations;

(d) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or for construction, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Area provided that the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements, and privileges herein reserved or established for the benefit of Declarant or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community. Any such Mortgage on the Common Area shall be subject to approval by Declarant (until such time as Declarant has turned over control of the Association to the Owners) and at least two-thirds (2/3) of the Total Association Vote. Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements, or privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community;

(e) the rights of the Declarant and/or the Board to dedicate or grant licenses, permits, or easements for utilities or other facilities (including, but not limited to, drainage, storm, water and sewer facilities) that are necessary or desirable, over, under, and through the Property and/or the Common Area recorded in the office of the ROD Office;

(f) the rights of the Declarant and/or the Association to dedicate or transfer all or any portion of the Common Area subject to such conditions as may be agreed to by the Board, the Declarant and at least two-thirds (2/3) of the Total Association Vote of the members of the Association;

(g) the right of Declarant, so long as Declarant owns any portion of the Property subjected to this Declaration, to create new Common Area, to place advertising signs and literature in any Common Area and to use portions of the Common Area, including any improvements thereon;

(h) the right of the Declarant to mortgage, pledge or hypothecate any Common Area, except streets, as security for debts incurred in connection with the improvements to be placed on the Common Area, provided, however, Declarant shall be responsible for such debt(s), and shall pay all principal, interest and other payments as they come due; and

(i) all easements and rights-of-way shown on any recorded plat of the property subjected to this Declaration or any portion thereof and to any other easements of record as of the date this Declaration is recorded.

Any Lot Owner may delegate such Owner's right of use and enjoyment in and to the Common Areas and facilities located thereon to the members of such Owner's family and to such Owner's tenants and invited guests, or to contract purchasers who actually reside on the Lot, and Owner shall be deemed to have made a delegation of all such rights to the occupants of such Owner's Lot, if leased. The Owner of an unoccupied Lot may delegate such rights to the Declarant or the Board of Directors of the Association.

**12.3 Easements for Utilities.** There is hereby reserved to the Declarant and the Association, blanket easements upon, across, above and under all property within the Community, including all Lots, for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof. This easement shall include, without limitation, gas, water, sanitary sewer, telephone, electricity, cable television, telecommunications and data transmissions, security, as well as storm drainage and any other service or system which the Declarant or the Association might decide to have installed to service the Community. In the unlikely event the Regional Sewer Authorities (ReWa or Metro) decide to install a main gravity sewer collection line within an easement provided for that purpose by Declarant, the Association shall have the right at its expense to disconnect the sewer force main and lift station and connect the Community's gravity system into said main gravity line. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, pipes, cables, and other equipment related to the providing of any utility or service. Should any party furnishing any such utility request a specific license or easement by separate recordable document, the Declarant or the Board, as the case may be, shall have the right to grant such easement over all areas within the Community, including but not limited to Lots and Common Areas.

**12.4 Easement for Drainage.** Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. This

right shall include, but is not limited to, altering swales, installing drains, drainage ditches, pipes, inlets, headwalls, and altering channeling, or piping waterflow across any Lot or any property in the Community. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

**12.5 Easement for Entry.** In addition to the other rights reserved to Declarant and the Association, the Declarant or the Association shall have the right (but not the obligation) to enter upon any property or Lot within the Community for emergency, security, and safety reasons. This right may be exercised by the Declarant or its designee, any officer of the Board, and all governmental employees, policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard or condition in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

**12.6 Easement for Maintenance.** Declarant hereby expressly reserves a perpetual easement for the benefit of Declarant or the Association across such portions of the Community, determined in the sole discretion of the Declarant and the Association, as are necessary to allow for the maintenance required by this Declaration. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

**12.7 Easement for Entry Features.** There is hereby reserved to the Declarant and the Association an easement for ingress, egress, installation, construction, landscaping, and maintenance of entry features and similar streetscapes for the Community, over and upon each Lot as more fully described on the recorded subdivision plats for the Community. The easement and right herein reserved shall include the right to cut, remove, and plant trees, shrubbery, flowers, and other vegetation around such entry features and the right to grade the land under and around such entry features.

**12.8 Construction and Sale Period Easement.** Notwithstanding provisions contained in the Declaration, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration terminates and thereafter so long as Declarant owns any property in the Community for development or sale, Declarant reserves an easement across the Community for Declarant and any builder or developer approved by Declarant to maintain and carry on construction upon such portion of the Community as Declarant may reasonably deem necessary. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be required, convenient, or incidental to the development, construction, and sales activities related to property within or near the Community. This easement shall include, without limitation:

(a) the right of access, ingress, and egress for vehicular and pedestrian traffic and construction activities over, under, on, or in any portion of the Community as well as any Lot in the Community,

(b) the right to tie into any portion of the Community with driveways, parking areas, and walkways;

(c) the right to tie into or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services;

(d) the right (but not the obligation) to construct recreational facilities on Common Area;

(e) the right to carry on sales and promotional activities in the Community;

(f) the right to place direction and marketing signs on any portion of the Community, including any Lot or Common Area;

(g) the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development, and sales activities; and

(h) Declarant and any such builder or developer may use residences, offices, or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as provided in this Declaration.

**12.9 Fence Easement.** Declarant hereby reserves an easement across any Lot which borders upon or contains a portion of any water facility, detention pond, or retention pond for the purpose of access to such facility or pond, and for the purpose of erecting any fence required for development plan approval.

## **ARTICLE XIII : GENERAL PROVISIONS**

**13.1 Enforcement.** Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations and etiquettes, and all terms, provisions, covenants, restrictions, and obligations set forth in this Declaration, as same may be amended or modified from time to time, and with any restrictions which may be placed in the deed to such Owner's Lot. In addition to the powers granted to the Board for enforcement, fines and penalties elsewhere in this Declaration, the Board may impose Charges, fines, and other sanctions which shall be collected as provided herein for the collection of assessments. Failure of any Owner to comply with this Declaration, the Bylaws, or the rules and regulations shall be grounds for legal or equitable action for damages, injunctive relief, and any other available remedies, maintainable by the Association, upon the majority vote of the Board. Failure by the Association to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of its right to do so thereafter. The Board has the right, in its sole discretion, to record in the appropriate land records a notice of lien, a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or Code of Design guidelines, and to assess the cost of recording and removing such notice

against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

(a) Concerning enforcement, the Association, in its discretion, may provide a “Courtesy Notice” to an Owner or Occupant of any violation of the Declaration, the Bylaws, or the rules, regulations and etiquettes, including, but not limited to verbal notice, prior to taking further enforcement action. Otherwise, the Association shall give a written notice of a violation(s) to the Owner (“Notice of Violation”), which may be given by email, personal delivery, or by United States Mail, first class, or by national overnight courier, such as UPS or Federal Express. Excepting any shorter time periods as may be provided elsewhere in this Declaration, if such violation remains uncured after the tenth (10th) calendar day following delivery of Notice of Violation (the “Violation Cure Deadline”), the Association is authorized to avail itself of any and all remedial, enforcement, self-help, and punitive measures provided for in this Declaration, as may be deemed appropriate by the Board, including, but not limited to, the imposition of a \$25 fine for first offense. If such violation is remedied or cured prior to the Violation Cure Deadline, the fine may be waived by the Board. In the event of a subsequent occurrence of the same violation, a \$50 fine may be imposed for such violation, and additionally for each subsequent violation. A \$50 fine may be imposed for each and every violation that remains uncured beyond the Violation Cure Deadline for every week of subsequent or on-going non-compliance.

(b) In addition to the other enforcement powers granted herein for any violation or non-compliance, in the event that a violation hereof shall remain uncured after Notice of Violation and expiration of the Violation Cure Deadline, the Board may also limit, restrict or suspend the rights of an Owner (and of any person claiming any rights under such Owner) to use or access some or all of the Common Areas, the Community amenities, other Community services, or other privileges of membership in the Association, including, but not limited to, voting. In addition to these general powers of enforcement set forth herein, the Board can make additional suspensions and fines for subsequent infractions or non-compliance to deter repeated or habitual violations.

(c) Once a Notice of Violation has been given, an Owner, as a notified party may request a review before the Board, for a date to be confirmed by the Board. Unless emergency or exigent circumstances exist, the Board may, but shall not be required to, defer any enforcement Charges, penalties, or other enforcement action until the review is concluded by the Board.

**13.2 Self-Help.** In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot (but not inside a residence or other structure thereupon), or any other portion of the Community to abate, remove, or mitigate any property or condition which violates this Declaration, the Bylaws, or the Design Code. Provided, however, that the Association shall not avail itself of the remedy of self-help prior to the Violation Cure Deadline, unless the Declarant, or the Board, determines in good faith that an emergency or exigent situation exists which reasonably requires quicker or immediate intervention. In such event, self-help may be used without notice. Notwithstanding any other provisions of this Declaration, vehicles which are in violation of Section 7.11 hereof may be towed in the event of an emergency

or exigent circumstance. All costs of self-help, including third-party expenses and reasonable attorney's fees, shall be assessed as a Charge against the violating Lot Owner, and may be collected as provided for herein for the collection of Charges and assessments.

**13.3 Duration.** The covenants and restrictions of this Declaration shall run with and bind the Property, for the benefit of and shall be enforceable by Declarant, the Association or any Owner, their respective legal representatives, heirs, successors, and assigns perpetually to the extent provided by law. If South Carolina law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time any such provision shall be automatically extended for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of 2/3rds of the Lots and the Declarant (if the Declarant still owns any property in the Community) is recorded within the year immediately preceding the beginning of a ten (10) year renewal period.

**13.4 Amendment.** This Declaration may be amended unilaterally at any time and from time to time by Declarant or the Board: (a) if such amendment is determined to be necessary, in its reasonable discretion, to clarify the intent of the Declaration, or to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination which shall be in conflict therewith, or to add or amend any provision deemed necessary to avert an emergency or exigent circumstance; (b) if such amendment is necessary to enable any title insurance company to issue owner's and lender's title insurance policies insuring the Lots subject to this Declaration, at its standard rates, and subject only to those exceptions which are customary for similarly situated residential lots in Greenville County, South Carolina; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration, provided that any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration, Declarant may unilaterally amend this Declaration provided that any such amendment shall not materially adversely affect the substantive rights of the then existing Lot Owners, nor shall it materially adversely affect title to any Lot.

In addition to the above, this Declaration may be amended upon the affirmative vote of not less than two-thirds (2/3rds) of the Total Association Vote, if the Declarant consents, or, without the consent of the Declarant when and if Declarant no longer owns any Property in the Community and no longer has the right to annex additional property. Notwithstanding anything to the contrary contained herein, until such time as Declarant elects to transfer control of the Association to the Owners, this Declaration shall not be amended without the written consent of Declarant, which consent may be withheld if Declarant deems the amendment would materially adversely interfere with the Community master plan.

**13.5 Partition.** The Common Area shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots located within the Community.

**13.6 Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

**13.7 Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this Declaration are declared to be severable.

**13.8 Captions.** The captions are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

**13.9 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 provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

**13.10 Indemnification.** To the fullest extent allowed by applicable South Carolina law, the Association shall indemnify every officer of the Association and director of the Association against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding to which such 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 mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members 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 not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. This indemnification shall also include attorney's fees and expenses incurred in enforcing this indemnification. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

### **13.11 Books and Records.**

(a) **Inspection by Members and Mortgagees.** This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by Declarant or any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) **Rules for Inspection.** The Board shall establish reasonable rules with respect to: (1) notice to be given to the custodian of the records; (2) requested hours and days of the week and location when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents.

(c) **Inspection by Directors.** Every Board member shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

**13.12 Financial Review.** A review of the books and records of the Association shall be made annually in the manner as the Board may decide provided that after having received the Board's financial statements at their annual meeting, by a majority of the Total Association Vote, the Owners may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within ninety (90) days of the date of the request.

**13.13 Notice of Sale, Lease, or Acquisition.** In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing prior to the effective date of such sales or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot, each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require.

**13.14 Agreements.** Subject to the prior approval of Declarant (so long as Declarant owns any property for development or sale in the Community), all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

**13.15 Implied Rights.** The Association may exercise any right or privilege given to it expressly by the Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

**13.16 Complaint Filing and Appeal Process.** Only an Owner, the Declarant, a member of the Board, or an Officer of the Association may complain of a violation or non-compliance of the Declaration or the rules, regulations and etiquettes. The Board shall consider such Complaint once it is completed and filed pursuant to this Article. The hearing of Complaints shall be held in executive session on the third Tuesday of each month, excluding December, at a time and place determined by the Board. If a Complaint involves an emergency or if otherwise deemed necessary due to exigent circumstances in the opinion of the Board, a Complaint may be heard sooner. The Board, in its discretion, may create a “CCR Committee,” appoint the members thereof, and may delegate some or all of its authority regarding the hearing and resolution of Complaints, including the imposition of penalties, to such CCR Committee.

(a) Complaints must be filed in writing by a Complainant on the form attached hereto as an Exhibit (*Acadia Community CCR Complaint Form*), as same may be amended or modified from time to time by the Board, in its discretion. Incomplete Complaint Forms will not be considered. Complaints filed more than ten (10) calendar days prior to a regularly scheduled hearing will be placed on the docket for the next hearing date. The Complainant must attend the hearing, if requested by the Board, to verify their Complaint and answer questions and assist the Board in its effort to ascertain the facts and reach a decision on the Complaint.

(b) Once the Board has determined the validity of the Complaint and decided by majority vote on its course of action, whether and how to enforce the violation or non-compliance, then that decision is final as to the Complaint. A Complainant may appeal the Board’s decision to an independent mediator designated by the Board, and shall be obliged to pay the costs for such mediation if awarded by the mediator. If a Complainant chooses to appeal the decision of the mediator, then such appeal will be to the Magistrate’s Court pursuant to SC Code Section 27-30-160, or another tribunal of appropriate jurisdiction pursuant to the laws of the State of South Carolina.

(c) Once a Complaint has been filed and the Board has determined that a violation or non-compliance of the Declaration or the rules and regulations exists, the Board shall give notice to the Owner or party being complained of (the “Notified Party”) and provide the Notified Party of the same opportunity to be heard in executive session by the Board. If the Notified Party disagrees with the Board’s decision, then it shall have the same right of appeal as set forth above in section 13.16 (b).

#### **ARTICLE XIV: VARIANCES**

Notwithstanding anything to the contrary contained herein, the Declarant and the Board or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Code, the By-Laws and any rule, regulation, or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

## **ARTICLE XV: LITIGATION**

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least two-thirds (2/3) of the Total Association Vote. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in this Declaration, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it, each of which such actions may be brought and prosecuted upon the majority vote of the Board. This Section shall not be amended during the time period when Declarant owns any property for development or sale in the Community unless such amendment is consented to by the Declarant.

## **ARTICLE XVI: CAPITALIZATION OF ASSOCIATION**

Upon acquisition of record title to a Lot by an Owner other than Declarant or a builder, a one-time initial contribution of \$200.00 (the "Initiation Fee") shall be made by or on behalf of the purchaser to the Association as set forth below. The Initiation Fee shall be in addition to, not in lieu of, any annual or special assessments or other fees due under these CCRs, the Code or as required by County and other agencies as an incidence of ownership in Acadia. The Initiation Fee shall be payable at every Closing of a Lot, shall not be prorated, and the Association shall have all rights under the Declaration for enforcement of assessments if it is not paid. The Initiation Fee may be adjusted by the Declarant or the Association, and shall be assessed to each new Owner of a Lot, whether sold by the Declarant or resold by a prior owner in the Community.

## **ARTICLE XVII: FINAL PLATS and FEES**

The Lots and amenities created by Declarant in any subsequent neighborhood of Acadia are subject to this Declaration, the By-Laws, and the Acadia Code of Design (all as may be duly amended from time to time) upon recordation of a Final Plat of any such neighborhood. The Community's wastewater system impact fee of \$400 for each new Lot sold is payable by the Owner at Lot closing as a one-time fee, and may be adjusted by the Declarant or the Association. This fee is not in lieu of other ongoing fees that may be due to the wastewater and water authorities, or in lieu of the annual assessments due to the Association for ongoing wastewater services.

--- END OF DECLARATION ---

IN WITNESS WHEREOF, the undersigned have executed the foregoing Declaration by its duly authorized officers or members, to be effective as of the date first written above.

Signed, Sealed and Delivered  
In the Presence of:

DECLARANT: Acadia, LLC

\_\_\_\_\_  
First Witness

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Second Witness

Its: Manager

STATE OF SOUTH CAROLINA

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ACKNOWLEDGMENT

COUNTY OF GREENVILLE

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Before me personally appeared the Declarant, Acadia, LLC, by and through its manager, Caleb C. Freeman, to me well known (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within document and acknowledged the due execution of the foregoing instrument.

SWORN to me this \_\_\_\_ day  
of \_\_\_\_\_ 2025

\_\_\_\_\_  
(SEAL)

Notary signature

Print name: \_\_\_\_\_

Notary Public for South Carolina

My commission expires: \_\_\_\_\_

**CERTIFICATION OF ASSOCIATION**

The undersigned officers of Acadia Owners Association, Inc. acknowledge and certify that the foregoing Amended and Restated Declaration was unanimously approved, ratified, and duly adopted by the Directors of the Association by action taken, without a meeting, effective as of July 15, 2025.

\_\_\_\_\_

\_\_\_\_\_  
Caleb C. Freeman, President

\_\_\_\_\_

\_\_\_\_\_  
Steve Roebuck, Secretary

STATE OF SOUTH CAROLINA

)

)

ACKNOWLEDGMENT

COUNTY OF GREENVILLE

)

Before me personally appeared Acadia Owners Association, Inc., by and through its officers, Caleb C. Freeman and Steve Roebuck, to me well known (or proven to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within Certification, and acknowledged the due execution thereof.

SWORN to me this \_\_\_\_ day  
of \_\_\_\_\_ 2025

\_\_\_\_\_  
(SEAL)

Notary signature

Print name: \_\_\_\_\_

Notary Public for South Carolina

My commission expires: \_\_\_\_\_

**EXHIBIT “A”**  
***ASSOCIATION BY-LAWS***

**EXHIBIT “B”**  
***ACADIA CODE of DESIGN***

***Exhibit “C”***  
***CCR COMPLAINT FORM***